AI-36761 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Approval of appointment of interns from Business, Education and Technology Academy in Edinburg:
a. Marisela Prieto
b. Marcela Hernandez-Flores
c. Cecilia Garza
d. Juanita Isabel Rea

2. Authorization for County Judge or authorized representative (Karina Cardoza, Public Affairs Director) to sign Affiliation Agreement for Internship-Preceptorship Program

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Juanita
Marcela
Cecilia
Maricela
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 01:38 PM
Erika Zamora	Erika Zamora	02/01/2013 02:57 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Monica Badillo Started On: 02/01/2013

Final Approval Date: 02/01/2013

COUNTY OF HIDALGO

An Equal Opportunity Employer

Application for Employment

INSTRUCTIONS: ALL APPLICATIONS FOR EMPLOYMENT MUST BE MADE ON THIS FORM. APPLICANTS ARE URGED TO CONSIDER CAREFULLY AND UNDERSTAND FULLY EACH QUESTION. NEATNESS IS IMPORTANT. ALL INFORMATION SUBMITTED IS SUBJECT TO CLARIFICATION. A FALSE OR MISLEADING RESPONSE MAY RESULT IN DISQUALIFICATION FOR OR DISCHARGE FROM EMPLOYMENT, OR DISCHARGED FROM FUTURE EMPLOYMENT WITH THIS DEPARTMENT.

No action will be taken on this application until you have answered all questions. We consider applicants for all positions without regard to race, color, religion, creed, sex, citizenship, national origin, age, disability, marital or veteran status, or any other legally protected status.

Please print in black ink or type response

1. Position you are applying for: Unpaid Internship ____ Department: Hidalgo County Courthouse ____ Location: 100 N Closner ____

   Lowest acceptable salary: N/A ____ per N/A ____

2. Name: Rea (Last) Juanita (First) Isabel (Middle)

3. Address: P.O. Box 617 (Number) (Street or P.O. Box) La Villa (City) 78562 (Zip)

4. Home Telephone: (956) 262-6791 ____ Cell /Other No: (956) 640-4408 ____

5. Social Security No: [redacted]

6. When will you be available to start work? January 2013

7. Are you 18 years of age or older? (If you are hired, you may be required to submit proof of age). yes

8. Are you able to provide required proof of your eligibility to work in the U. S.? yes

9. Check all types of work you would accept:

   ☐ Full-Time ☐ Day Work ☐ Shift

   ☐ Temporary: ☒ Part-Time ☐ Night Work ☐ Weekend-Shift

10. **EDUCATION:** Are you a High School graduate? Yes ☐ No ☒
Do you have a G.E.D. certificate? Yes ☐ No ☒

Name of high school: South Texas ISD Business Education and Technology Academy

Location: Edinburg, TX

School(s) attended other than high school	Location	Courses Major/Study	Credits Completed	Degree or Certificate Received
UTPA	Edinburg	Undecided	12	NONE
South Texas College	McAllen	Undecided	20	NONE

11. Other training you received (for example: special courses, work-training programs, armed forces training). Please estimate the number of training hours.
IRS Volunteer Income Tax Assistance (VITA)

12. May inquires be made of your present/past employer(s) regarding your character, qualifications, and record of employment? ☒Yes or ☐No

13. Special qualifications/skills: List qualifications/skills you possess which are required for the job you are applying for, such as driver's license (give type and number), typing and/or shorthand proficiency (give speeds), ability to operate specialized machinery or equipment, or job related training.
Proficient with 2010 Microsoft Word, Microsoft Powerpoint, and Microsoft Excel
Bilingual in English and Spanish

DRIVING JOBS ONLY: Do you have a valid driver's license? ☐ Yes ☐ No
Driver's license #: _____ Class of license: _____
Has it been suspended or revoked in the last five (5) years? ☐ Yes ☐ No
If yes, give details. _____

List professional, trade, business or civic activities and offices held. You may exclude membership, which would reveal gender, race, religion, national origin, age, ancestry, disability or other protected status:

Circle Yes or No for questions 15-19.

*****If you answer any of the following items "Yes", explain on No. #20 below. ******

15. Have you been fired or asked to resign from a job within the last five (5) years?

☐ **YES** ☒ **NO**

16. Have you ever been convicted of or pleaded guilty/no contest to a crime in civilian or military court within the last ten (10) years? (You may exclude minor traffic violations). A criminal record will not necessarily disqualify you from employment. Your case will be considered in relationship to the requirements to the particular job.

☐ **YES** ☒ **NO**

17. Have you ever been discharged from the Armed Forces under other than honorable conditions?

☐ **YES** ☒ **NO**

18. Are you working or have you ever worked for Hidalgo County?

☐ **YES** ☒ **NO**

19. Do you or does your spouse have any relatives working for or holding office in the county government? County policy prohibits or limits hiring of relatives of county employees in certain circumstances.

☐ **YES** ☒ **NO**

20. Remarks or additional information. Please explain any "Yes" responses.

Certification: I certify that all the statements made in this application form are true, complete, and correct, to the best of my knowledge. I understand false information may disqualify me from further consideration for employment.

No questions on this application are intended to secure information to be used for discriminatory purpose, as the County is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, citizenship, national origin, age, veteran or marital status, disability, or any other legally protected status.

I give my permission to the County to contact any of my former employers or references shown above to verify the information I have given. I authorize previous employers to release all records of my employment, including assessments of my job performance, ability and fitness. I release such persons and entities from legal liability.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

I understand that I may be required to successfully pass a drug screening exam. I consent to a pre and/or post employment drug screen as a condition of employment.

I certify that I do not have any detectable amounts of prohibited substances in my system. I understand that if my drug and alcohol screen turns out positive for a prohibited substance, I will not be eligible for hire, or if I am hired pending the outcome of such a test, I will be subject to immediate termination.

Juanita Real — **SIGNATURE OF APPLICANT**

January 10, 2013 — **DATE**

14. **WORK HISTORY**: BEGIN WITH YOUR MOST PRESENT AND RECENT JOB and list every employment. Attach extra pages if needed. Account for part-time employment, temporary or seasonal employment, self-employment, military service or unemployment.

[Dates] From_____to_____Employer: _____
Employer's address: _____
Telephone #: _____ Job Title:_____
Salary: _____Duties/responsibilities: _____
_____
_____
Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

[Dates] From _____to_____ Employer: _____
Employer's address: _____
Telephone #: _____ Job Title:_____
Salary: _____Duties/responsibilities: _____
_____
_____
Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

[Dates] From_____to_____ Employer: _____
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Reprimands, suspensions: _____
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_____
Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
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COUNTY OF HIDALGO

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Please print in black ink or type response

1. Position you are applying for: Unpaid Internship ____ Department: Hidalgo County Courthouse ____ Location: 100 N. Closner ____

   Lowest acceptable salary: N/A per N/A

2. Name: Hernandez-Flores (Last) Marcela (First) ____ (Middle)

3. Address: 4404 North Nowell Dr. (Number) (Street or P.O. Box) Edinburg (City) 78542 (Zip)

4. Home Telephone: 956-789-9013 Cell /Other No: 956-534-0447

5. Social Security No: [redacted]

6. When will you be available to start work? Any day

7. Are you 18 years of age or older? (If you are hired, you may be required to submit proof of age). Yes

8. Are you able to provide required proof of your eligibility to work in the U. S.? Yes

9. Check all types of work you would accept:

   ☐ Full-Time ☐ Day Work ☐ Shift

   ☐ Temporary: ☒ Part-Time ☐ Night Work ☐ Weekend-Shift

10. **EDUCATION:** Are you a High School graduate? Yes ☐ No ☒
Do you have a G.E.D. certificate? Yes ☐ No ☒

Name of high school: South Texas Independent School District Business Education Technology Academy
Location: 510 South Sugar Rd.

School(s) attended other than high school	Location	Courses Major/Study	Credits Completed	Degree or Certificate Received
South Texas College	3201 W. Pecan	Criminal Justice	12	N/A

11. Other training you received (for example: special courses, work-training programs, armed forces training). Please estimate the number of training hours.

12. May inquires be made of your present/past employer(s) regarding your character, qualifications, and record of employment? ☒ Yes or ☐ No

13. Special qualifications/skills: List qualifications/skills you possess which are required for the job you are applying for, such as driver's license (give type and number), typing and/or shorthand proficiency (give speeds), ability to operate specialized machinery or equipment, or job related training.
Know both Spanish and English fluently (write, speak, read), familiar with Sign Language and French.
Certified in CPR and First Aid. Also familiar with Microsoft Office Word, Publisher, Excel, and PowerPoint.

DRIVING JOBS ONLY: Do you have a valid driver's license? ☐ Yes ☐ No
Driver's license #: _____ Class of license: _____
Has it been suspended or revoked in the last five (5) years? ☐ Yes ☐ No
If yes, give details. _____

List professional, trade, business or civic activities and offices held. You may exclude membership, which would reveal gender, race, religion, national origin, age, ancestry, disability or other protected status:

Circle Yes or No for questions 15-19.

*****If you answer any of the following items "Yes", explain on No. #20 below. *****

15. Have you been fired or asked to resign from a job within the last five (5) years?

☐ YES ☒ NO

16. Have you ever been convicted of or pleaded guilty/no contest to a crime in civilian or military court within the last ten (10) years? (You may exclude minor traffic violations). A criminal record will not necessarily disqualify you from employment. Your case will be considered in relationship to the requirements to the particular job.

☐ YES ☒ NO

17. Have you ever been discharged from the Armed Forces under other than honorable conditions?

☐ YES ☒ NO

18. Are you working or have you ever worked for Hidalgo County?

☐ YES ☒ NO

19. Do you or does your spouse have any relatives working for or holding office in the county government? County policy prohibits or limits hiring of relatives of county employees in certain circumstances.

☐ YES ☒ NO

20. Remarks or additional information. Please explain any "Yes" responses.

Certification: I certify that all the statements made in this application form are true, complete, and correct, to the best of my knowledge. I understand false information may disqualify me from further consideration for employment.

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In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

I understand that I may be required to successfully pass a drug screening exam. I consent to a pre and/or post employment drug screen as a condition of employment.

I certify that I do not have any detectable amounts of prohibited substances in my system. I understand that if my drug and alcohol screen turns out positive for a prohibited substance, I will not be eligible for hire, or if I am hired pending the outcome of such a test, I will be subject to immediate termination.

Marcela Hernandez Flores — Dec 15, 2012

SIGNATURE OF APPLICANT **DATE**

14. **WORK HISTORY**: BEGIN WITH YOUR MOST PRESENT AND RECENT JOB and list every employment. Attach extra pages if needed. Account for part-time employment, temporary or seasonal employment, self-employment, military service or unemployment.

[Dates] From Sep. 27, 2011 to Current Employer: Boys and Girls Club
Employer's address: 702 Cullen St. Edinburg TX 78541
Telephone #: (956)383-2582 Job Title: TaeKwonDo Instructor
Salary: N/A Duties/responsibilities: Help students defend themselves,as well as build their confidence, self esteem, and courage and also their responsibilities
Reprimands, suspensions: N/A
Supervisor: Sabrina Walker Hernandez Co-worker:
Reason for leaving:

[Dates] From Jan 2009 to Current Employer: America's Best TKD and MMA
Employer's address: 1009 East Business 83, Pharr TX
Telephone #: 956-534-0447 Job Title: TaeKwonDo and Mixed Martial Arts Instructor
Salary: N/A Duties/responsibilities: Help students defend themselves,as well as build their confidence, self esteem, and courage and also their responsibilities
Reprimands, suspensions: N/A
Supervisor: Glen Morgan Co-worker: Rosa Morgan
Reason for leaving:

[Dates] From to Employer:
Employer's address:
Telephone #: Job Title:
Salary: Duties/responsibilities:
Reprimands, suspensions:
Supervisor: Co-worker:
Reason for leaving:

[Dates] From to Employer:
Employer's address:
Telephone #: Job Title:
Salary: Duties/responsibilities:
Reprimands, suspensions:
Supervisor: Co-worker:
Reason for leaving:

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Please print in black ink or type response

1. Position you are applying for: Unpaid Internship | Department: Human Resources | Location: Hidalgo County Court Hou

   Lowest acceptable salary: Unpaid per _____

2. Name: Garza (Last) Cecilia (First) (Middle)

3. Address: 1213 (Number) Ima Street (Street or P.O. Box) Edinburg (City) 78539 (Zip)

4. Home Telephone: (956) 287-1997 Cell /Other No: (956) 605-0571

5. Social Security No: [redacted]

6. When will you be available to start work? January

7. Are you 18 years of age or older? (If you are hired, you may be required to submit proof of age). Yes

8. Are you able to provide required proof of your eligibility to work in the U. S.? Yes

9. Check all types of work you would accept:

   ☐ Full-Time ☐ Day Work ☐ Shift

   ☐ Temporary: ☒ Part-Time ☐ Night Work ☐ Weekend-Shift

10. **EDUCATION:** Are you a High School graduate? Yes ☐ No ☒
Do you have a G.E.D. certificate? Yes ☐ No ☒

Name of high school: Business Education Technology Academy

Location: 510 S. Sugar Rd. Edinburg, TX 78539

School(s) attended other than high school	Location	Courses Major/Study	Credits Completed	Degree or Certificate Received

11. Other training you received (for example: special courses, work-training programs, armed forces training). Please estimate the number of training hours.

12. May inquires be made of your present/past employer(s) regarding your character, qualifications, and record of employment? ☒ Yes or ☐ No

13. Special qualifications/skills: List qualifications/skills you possess which are required for the job you are applying for, such as driver's license (give type and number), typing and/or shorthand proficiency (give speeds), ability to operate specialized machinery or equipment, or job related training.
Communication skills, Microsoft Office Suite skills in Excel, Word, Publisher and PowerPoint, Bilingual fluent in both English and Spanish

DRIVING JOBS ONLY: Do you have a valid driver's license? ☐ Yes ☐ No
Driver's license #: _____ Class of license: _____
Has it been suspended or revoked in the last five (5) years? ☐ Yes ☐ No
If yes, give details. _____

List professional, trade, business or civic activities and offices held. You may exclude membership, which would reveal gender, race, religion, national origin, age, ancestry, disability or other protected status:

14. **WORK HISTORY**: BEGIN WITH YOUR MOST PRESENT AND RECENT JOB and list every employment. Attach extra pages if needed. Account for part-time employment, temporary or seasonal employment, self-employment, military service or unemployment.

[Dates] From June 2012 to August 2012 Employer: Business Education/Tech Academy New Scholar
Employer's address: 510 S. Sugar Road Edinburg, TX 78539
Telephone #: (956) 383-1684 Job Title: Student Leader
Salary: $300 per week Duties/responsibilities: Organizing mentoring activities for incoming students

Reprimands, suspensions: none
Supervisor: Mr. Mario Garcia Co-worker: Brian Alvarado
Reason for leaving: The job is seasonal.

[Dates] From June 2011 to August 2011 Employer: Business Education/Tech Academy New Scholar
Employer's address: 510 S. Sugar Road Edinburg, TX 78539
Telephone #: 956) 383-1684 Job Title: Student Mentor
Salary: $300 per week Duties/responsibilities: Mentoring incoming BETA students

Reprimands, suspensions: none
Supervisor: Mr. Mario Garcia Co-worker: Brian Alvarado
Reason for leaving: The job is seasonal.

[Dates] From_____ to_____ Employer: _____
Employer's address: _____
Telephone #: _____ Job Title: _____
Salary: _____ Duties/responsibilities: _____

Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

[Dates] From_____ to_____ Employer: _____
Employer's address: _____
Telephone #: _____ Job Title: _____
Salary: _____ Duties/responsibilities: _____

Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

Circle Yes or No for questions 15-19.

*****If you answer any of the following items "Yes", explain on No. #20 below. ******

15. Have you been fired or asked to resign from a job within the last five (5) years?

☐ **YES** ☒ **NO**

16. Have you ever been convicted of or pleaded guilty/no contest to a crime in civilian or military court within the last ten (10) years? (You may exclude minor traffic violations). A criminal record will not necessarily disqualify you from employment. Your case will be considered in relationship to the requirements to the particular job.

☐ **YES** ☒ **NO**

17. Have you ever been discharged from the Armed Forces under other than honorable conditions?

☐ **YES** ☒ **NO**

18. Are you working or have you ever worked for Hidalgo County?

☐ **YES** ☒ **NO**

19. Do you or does your spouse have any relatives working for or holding office in the county government? County policy prohibits or limits hiring of relatives of county employees in certain circumstances.

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20. Remarks or additional information. Please explain any "Yes" responses.

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I certify that I do not have any detectable amounts of prohibited substances in my system. I understand that if my drug and alcohol screen turns out positive for a prohibited substance, I will not be eligible for hire, or if I am hired pending the outcome of such a test, I will be subject to immediate termination.

1/10/13

SIGNATURE OF APPLICANT **DATE**

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1. Position you are applying for: Unpaid Internship | Department: Human Resources | Location: Hidalgo County Court Hou

   Lowest acceptable salary: Unpaid per _____

2. Name: Garza (Last) Cecilia (First) (Middle)

3. Address: 1213 (Number) Ima Street (Street or P.O. Box) Edinburg (City) 78539 (Zip)

4. Home Telephone: (956) 287-1997 Cell /Other No: (956) 605-0571

5. Social Security No: [redacted]

6. When will you be available to start work? January

7. Are you 18 years of age or older? (If you are hired, you may be required to submit proof of age). Yes

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10. **EDUCATION:** Are you a High School graduate? Yes ☐ No ☒
Do you have a G.E.D. certificate? Yes ☐ No ☒

Name of high school: Business Education Technology Academy

Location: 510 S. Sugar Rd. Edinburg, TX 78539

School(s) attended other than high school	Location	Courses Major/Study	Credits Completed	Degree or Certificate Received

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Communication skills, Microsoft Office Suite skills in Excel, Word, Publisher and PowerPoint, Bilingual fluent in both English and Spanish

DRIVING JOBS ONLY: Do you have a valid driver's license? ☐ Yes ☐ No
Driver's license #: _____ Class of license: _____
Has it been suspended or revoked in the last five (5) years? ☐ Yes ☐ No
If yes, give details. _____

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Salary: $300 per week Duties/responsibilities: Organizing mentoring activities for incoming students

Reprimands, suspensions: none
Supervisor: Mr. Mario Garcia Co-worker: Brian Alvarado
Reason for leaving: The job is seasonal.

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Salary: $300 per week Duties/responsibilities: Mentoring incoming BETA students

Reprimands, suspensions: none
Supervisor: Mr. Mario Garcia Co-worker: Brian Alvarado
Reason for leaving: The job is seasonal.

[Dates] From_____ to_____ Employer: _____
Employer's address: _____
Telephone #: _____ Job Title: _____
Salary: _____ Duties/responsibilities: _____

Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

[Dates] From_____ to_____ Employer: _____
Employer's address: _____
Telephone #: _____ Job Title: _____
Salary: _____ Duties/responsibilities: _____

Reprimands, suspensions: _____
Supervisor: _____ Co-worker: _____
Reason for leaving: _____

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☐ **YES** ☒ **NO**

16. Have you ever been convicted of or pleaded guilty/no contest to a crime in civilian or military court within the last ten (10) years? (You may exclude minor traffic violations). A criminal record will not necessarily disqualify you from employment. Your case will be considered in relationship to the requirements to the particular job.

☐ **YES** ☒ **NO**

17. Have you ever been discharged from the Armed Forces under other than honorable conditions?

☐ **YES** ☒ **NO**

18. Are you working or have you ever worked for Hidalgo County?

☐ **YES** ☒ **NO**

19. Do you or does your spouse have any relatives working for or holding office in the county government? County policy prohibits or limits hiring of relatives of county employees in certain circumstances.

☐ **YES** ☒ **NO**

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1/10/13

SIGNATURE OF APPLICANT **DATE**

AFFILIATION AGREEMENT FOR INTERNSHIP-PRECEPTORSHIP PROGRAM

The BETA campus of South Texas ISD's all Magnet School District presents this contract –of- agreement for the training of un-paid Senior Interns in the Business and Technology Tracks. This program presents a great benefit to site-locations of the lower Rio Grande Valley with prepared students interested in careers of Business and Technology.

The intent of on-site learning experiences is to provide students opportunities that will contribute growth to their desired careers and higher learning; as well as, to aid in making wise career choices for their future.

This agreement is between South Texas· Business Education Technology Academy, hereinafter referred to as BETA and your organization **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as the Affiliate.

This agreement shall become effective immediately upon execution by all parties. This agreement may be cancelled at any time upon the written request of either party.This agreement is to be evaluated and reviewed annually by both parties, and revisions shall be made, as they are deemed necessary.

1. **Joint Responsibilities**
   a. Both parties shall cooperate to provide students with a proper learning opportunity.
   b. Both parties shall agree on the number of students receiving preceptorship at the Affiliate with consideration given to the number of preceptorship sites available.

2. **Responsibilities of BETA**
   a. Instructors and students of BETA shall abide by the policies of the Affiliate while using its facilities.
   b. BETA shall continually instruct and emphasize to the instructors and students, the importance of respecting the confidential nature of all information which may come to them with respect to the Affiliate members and records with which they work.
   c. BETA instructors and students shall sign the affiliate's Internship Agreement and Waiver of Liability, fully incorporated by reference here and attached as Exhibit "A", in addition to providing evidence of liability insurance for BETA instructors and students on a yearly basis.
   d. BETA shall evaluate and counsel students with regards to performance.
   e. BETA shall assume responsibility for administrative functions related to students, attendance, and evaluation sheets.

f. BETA instructors and students shall be subject to all policies, rules and regulations pertaining to regular employees of the Affiliate.

3. **Responsibilities of the Affiliate**
   a. The Affiliate shall, as deemed appropriate, permit said student/s to observe and/or assist in department routines and procedures under direct supervision of licensed or qualified employees of the facility.
   b. The Affiliate agrees to assist the program by providing through its supervisory personnel, assistance with attendance and evaluation sheets, at intervals to be agreed upon.
   c. The Affiliate shall inform its professional staff of its participation in the various preceptorship sites.
   d. The Affiliate shall orient BETA faculty to their facilities and policies.
   e. The Affiliate reserves the right in its absolute and sole discretion to refuse its facilities and services to any instructor or student who does not meet the professional standards proposed by the Affiliate.
   f. This program agreement is subject to all terms and conditions of the Hidalgo County Internship Policy, fully incorporated by reference here and attached as Exhibit "A", and this Affiliation Agreement. In the event of a conflict, the Hidalgo County Internship Policy shall supersede this agreement.

South Texas Independent School District

_____ Date: _____

Dr. Marla Guerra, S.T.I.S.D. Superintendent

_____ Date: _____

Magdalena Gutierrez, BETA Principal

THE COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,
Rene Guerra

By:_____
Michael L. Garza
Assistant District Attorney

EXHIBIT "A"

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, _____, agree to participate in an internship with The County of Hidalgo, Texas in either a paid or unpaid capacity, as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and I am a student at _____ _____.

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Internship Policy, Personnel Policy Manual and/or Civil Service Commission Rules. I understand that I may or may not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement in this internship is at-will and that I may be terminated at any time at the discretion of the County.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my internship with Hidalgo County. I hereby release, waive, discharge and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against Hidalgo County or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by this instrument to exempt and release, indemnify and hold harmless Hidalgo County and any of its employees, its elected or appointed officials, employees and agents for any personal injury, property damage, or wrongful death cause by negligence.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AN INTERNSHIP AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.

_____ _____

Signature Date

Hidalgo County Internship Policy

PURPOSE

The purpose of this policy is to establish guidelines to offer experiential learning experiences for college students in County offices and departments. This policy applies to student volunteers, interns, and externs.

POLICY

Hidalgo County offers volunteer opportunities, internships and externships in an effort to provide college students from a wide variety of educational disciplines the opportunity to apply traditional academic classroom learning to actual work experience. The County strongly believes that internships are an important tool in recruiting, developing and retaining innovative people in local government and an important part of assisting the County in meeting the needs of today while preparing the workforce of the future.

Internship opportunities may be paid or unpaid, subject to budgetary constraints and departmental recommendation. All placements must be approved by Commissioners' Court, and approval must include the following items:

1. Job description & responsibilities
2. Placement location & supervisor name
3. Duration of internship
4. Agreement with educational institution (if applicable)
5. If appointed, internship application, resume, and signed internship agreement
6. If paid, funds must be appropriated and fiscal note and budgetary impact must be included
7. Any other relevant information as required by Commissioners' Court

Each participating office/department will be responsible for administering the student internship within their department and ensuring the policies and guidelines set forth herein are followed. All interns (paid or unpaid) must comply with the Hidalgo County Personnel Policy Manual and/or Hidalgo County Civil Service Commission Rules (as applicable), and must complete the pre-employment training and enrollment requirements prior to commencing.

REQUIREMENTS

All interns must be citizens of the United States, or if not, must be legally authorized to work in the United States. Proof of citizenship or authorization will be documented during the training and orientation process. Interns must be 18 years of age or older, and must be enrolled in an institution of higher education. Interns must complete an internship application and agreement, and must meet the pre-employment training and enrollment requirements. Interns must sign a Waiver of Liability Release, agreeing to assume any risk of injury that may occur while rendering services to the County.

UNPAID INTERNSHIPS

I. Hidalgo County may accept student interns on a volunteer basis. Unpaid students may be appointed or may be selected through the Human Resources Department announcement and selection process. All unpaid internship placements must be approved by Commissioners' Court.

II. Unpaid student interns are considered "Volunteers," receive no compensation or benefits, are not covered under worker's compensation, and must sign a Waiver of Liability Release agreement prior to commencing the internship.
III. Hidalgo County may enter into an agreement with an educational institution to provide college credit or required work experience for the internship, as applicable. The units of credit earned for participating are authorized and conferred by the school of attendance. All agreements with educational institutions must be approved by Commissioners' Court.
IV. Students who are interested in seeking to gain work experience in a specific field or area may choose to independently volunteer as an unpaid intern. In such instances, students may or may not receive credit from the educational institution they attend.

PAID INTERNSHIPS

I. Hidalgo County may offer paid internships to students. A department's ability to use paid student interns will be based on their internal budget constraints.
II. Paid student interns are considered "Temporary Employees," receive compensation for the duration of the internship, but receive no other benefits, are not covered under worker's compensation, and must sign a Waiver of Liability Release agreement prior to commencing the internship.
III. All paid internship placements must be approved by Commissioners' Court, and must be selected through the Human Resources Department announcement and selection process..
IV. Hidalgo County may enter into an agreement with an educational institution to provide college credit or required work experience for the internship, as applicable. The units of credit earned for participating are authorized and conferred by the school of attendance. All agreements with educational institutions must be approved by Commissioners' Court.
V. Students who are interested in seeking to gain work experience in a specific field or area may choose to independently apply for a paid internship opportunity. In such instances, students may or may not receive credit from the educational institution they attend.

RECRUITMENT OF INTERNS

Each participating office/department will be responsible for identifying and recruiting interns, and, if they desire, to establish partnerships with educational institutions that enroll students in a degree or area of study that could be utilized by the office/department.

Unpaid interns may be appointed by the office/department or educational institution, or may be selected through the Human Resources Department announcement and selection process; paid interns are subject to the Human Resources Department announcement and selection process.

TRAINING AND ORIENTATION

Prior to beginning an intern assignment all student interns will be required to meet the pre-employment training and enrollment requirements.

All student interns (paid or unpaid), will be provided a copy of the Hidalgo County Personnel Policy Manual and/or Hidalgo County Civil Service Commission Rules (as applicable), must complete the pre-employment training and enrollment requirements prior to commencing, and will sign all relevant forms and acknowledgments as applicable, including but not limited to, personnel policy acknowledgement, harassment, nondiscrimination, and waiver of liability release form (as applicable).

The participating office/department will be responsible for orienting students to the organization. Orientation should include:

- A clear list of expectations, job duties and goals;
- Departmental-specific policies and procedures;
- A list of the resources available to the student intern (i.e., a workstation that has been set up for the student intern, supplies and items needed by the intern); and
- Any other relevant information for the intern to be successful in the performance of their job duties.

STANDARDS OF CONDUCT

All interns must abide by the standards of conduct as outlined in the Hidalgo County Personnel Policy Manual and/or Hidalgo County Civil Service Commission Rules (as applicable), and are responsible for complying with the required standards of conduct.

At a minimum, all interns are required to conduct themselves in a professional manner at all times and to use discretion when dealing with sensitive manners and confidential information. Students must maintain professional attire, hygiene and grooming in a professional business-like manner that is appropriate to the field of placement and which reflects positively on the County.

If any policy or standard of conduct is violated by the intern during the internship period, the intern will be terminated at the discretion of the County.

EVALUATION

All interns should be provided with ongoing feedback on how well they are meeting the goals and expectations of their position. Participating offices/departments should provide interns with a formal written evaluation at the end of the internship. If applicable, participating offices/departments will be responsible for abiding by the requirements of the educational institution as per the agreement.

TERMINATION/COMPLETION

All interns are considered at-will placements, and the placement can be terminated at any time at the discretion of the County.

Upon completion of the internship period, interns are not automatically entitled to a paid position within the County.

AI-36618 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of request from the Rio Grande Valley Partnership for local contribution in the amount of $40,000 for the 2013 Regional Mobility Study.

BACKGROUND

The primary objectives of the Regional Mobility Study is to identify priority transportation, infrastructure needs throughout the Valley, develop action plans, and advocate for project funding. Contribution levels are based on the population size of the municipality or county, and not based on infrastructure needs.

Fiscal Impact

FISCAL YEAR: 3 **ACCT. #:** 3-1100-413-30-125-004-0-810

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

funds available 01/01/13.

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 02:31 PM
Roland Garcia	Rolando Garcia	02/01/2013 03:25 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: SANDRA DELEON Started On: 01/24/2013 11:20 AM

Final Approval Date: 02/01/2013

Rio Grande Valley Partnership
Rio Grande Valley Chamber of Commerce
"One Region, One Voice"

November 20, 2012

Michael Leo
County of Hidalgo
2818 S. Business 281
Edinburg, TX 78539

Dear Mr. Leo:

The Transportation Planning Partners, which include three MPOs, two RMAs, Starr County EDC, LRGVDC, TXDoT, and the Rio Grande Valley Partnership, have begun work on a new Regional Mobility Plan for the upcoming legislative session. Successfully working as a unified group over the past twenty years has enabled us to secure substantial funding for our local transportation projects. The Regional Mobility Plan Update would:

- provide a single plan covering the entire region
- focus on regional needs
- be needs based (not financially constrained)
- document Valley-wide support of regional priorities
- support local delegations in pursuing additional funding
- build on previous success.

The purpose of this is to update the 2003 Regional Mobility Plan. To do this, the aforementioned Transportation Planning Partners solicited the information from the local four counties, the cities within the counties, and the TXDoT District Office. The primary objectives of this plan includes identify priority transportation, infrastructure needs throughout the Valley, developing action plans and advocating for project funding.

In order for this to be successful and to help us seek funding for transportation projects in the Rio Grande Valley, again we seek your assistance. Contribution levels are based on the population size of the municipality or county, and not based on infrastructure needs. Therefore, we are asking that you budget **$40,000.00** for the 2013 Regional Mobility Study. Work has already begun, so we hope to receive contributions no later than January 4, 2013.

Please make checks payable to the Rio Grande Valley Chamber of Commerce, Inc. and send to P.O. Box 1499, Weslaco, Texas 78599-1499. If you are unable to make a contribution, please let us know at your earliest convenience so that we can make necessary budgeting adjustments. If you have questions or need additional information, we can be reached at **956-968-3141** or via email at ***febe@valleychamber.com***. A link to the full report containing needs, demographics, and next steps for this RGV Regional Mobility Plan Update can be found on our website at ***www.valleychamber.com***. We thank you for your continued support and look forward to hearing from you.

Your amigo,

Julian Alvarez
President/CEO
Rio Grande Valley Partnership

P.O. Box 1499 ▪ Weslaco, TX 78599
Phone: (956) 968-3141 ▪ Fax: (956) 968-0210
www.valleychamber.com

AI-36510 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request permission by Linebarger, Goggan, Blair & Sampson, LLP (tax attorneys) to use the Courthouse Auditorium for Public Auction of Properties on Saturday, April 6, 2013 and Saturday, June 1, 2013

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact to Co.

Attachments

letter

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 01:51 PM
Ivan Cantu	Ivan Cantu	01/17/2013 02:52 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Monica Badillo Started On: 01/17/2013 12:08 PM

Final Approval Date: 02/01/2013

LAW OFFICES OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVENUE
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

RECEIVED
JAN 11 2013
COUNTY JUDGE

January 10, 2013

Honorable Ramon Garcia
County Judge
Hidalgo County Courthouse
Edinburg, Texas 78539

RE: Use of County Building – Auditorium for Public Auction of Properties
Dates: Saturday, April 6, 2013 and
Saturday June 1, 2013

Dear Judge Garcia:

As you are aware, our firm annually places for public auction properties held in trust by the taxing authorities via virtue of a tax foreclosure. This year due to high number of struck-off properties, we would like to schedule two public auctions to be held at the Hidalgo County Auditorium located at the Hidalgo County Courthouse, 100 North Closner, Edinburg, Texas. This facility is very familiar to our current buyers and will easily accommodate the numerous bidders anticipated to attend these auctions. We are, therefore, submitting this letter as our request for the use of the County Auditorium for **Saturday, April 6, 2013** and **Saturday, June 1, 2013** for the public auction of these struck-off properties.

Additionally, we will require your assistance with the following:

1. Personnel (Custodian) to open premises for my staff on **Saturday, April 6, 2013 at 7:30 A.M.** and **Saturday, June 1, 2013 at 7:30 AM.** Firm staff will be setting up equipment and supplies for registration.

2. Will require tables and chairs to set up for registration area and for an area for cashier inside the building.

Please direct me to the person who would assist me with this request so we may discuss this matter and resolve any problems/issues which may arise (e.g. setting up of the different tables for registration and parking areas for bidders, etc.).

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 1/14/13 BY: Laura T.

As in the past years, our firm sincerely appreciates the use of the Hidalgo County Courthouse Auditorium for our "**Tax Resale Property Auction**".

Sincerely,

Lucy G. Canales
Capital Partner

LGC/eh

cc: Mr. Valde Guerra
Commissioner's Court Executive Officer

Ms. Monica Badillo
Commissioner's Court Administrator

196785

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tara James	
Commercial Lines - (713) 507-4700 Wells Fargo Insurance Services USA, Inc. 24 Greenway Plaza, Suite 1100 Houston, TX 77046-2401	PHONE (A/C, No, Ext): 713-507-4768	FAX (A/C, No): 877-867-4960
	E-MAIL ADDRESS: tara.james@wellsfargo.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Accident and Indemnity Company	22357
INSURER B :	Hartford Casualty Insurance Company	29424
INSURER C :	Hartford Underwriters Insurance Company	30104
INSURER D :	Federal Insurance Company	20281
INSURER E :		
INSURER F :		

INSURED
Linebarger Goggan Blair & Sampson, L.L.P.
P. O. Box 17428
Austin, TX 78760

COVERAGES **CERTIFICATE NUMBER:** 5425745 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			61UUNZQ8794	12/31/2012	12/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			61UENZQ9621	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			61XHUZQ6274	12/31/2012	12/31/2013	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		61WBAG8764	12/31/2012	12/31/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Employee Theft			82238181	12/31/2012	12/31/2013	$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

.
All Coverages Include a 30-Day Notice of Cancellation, Except 10 Days for Non-Payment of Premium
.

CERTIFICATE HOLDER

For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD **© 1988-2010 ACORD CORPORATION. All rights reserved.**

AI-36592 **Texas Agri-Life Extension Serv. 7. D.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas A&M AgriLife Extension Service:
Requesting permission to allow Adelia F. Munoz to travel to Columbus, Texas on February 26-28, 2013 to attend the South Region FCS Retreat.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-461-00-380-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available through requisition #229944

Attachments

Travel Packet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/23/2013 04:39 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Nora Linda Cruz Started On: 01/23/2013 04:01 PM

Final Approval Date: 02/01/2013

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 01/23/13

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Adelita F. Munoz, CEA-Family & Consumer Science

EVENT INFORMATION

TITLE OF EVENT:	South Region FCS Retreat		
EVENT DATE(S) FROM:	02/26/13	TO:	02/28/13
DEPARTURE DATE:	02/26/13	RETURN DATE:	02/28/13
LOCATION OF EVENT: CITY:	Columbus	STATE:	Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- ____ To obtain statutorily required continuing professional education.
- ____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
- ____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- X To participate in professional organizations related to the employee or official's job assignment.
- ____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- ____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- ____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- ____ To pursue the County's interests in litigation or criminal justice.
- ____ To promote the economic development interests of the County.
- ____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$170.00	
Subtotal for Object Code 584	$ 170.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING		
11. MEALS	$27.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 27.00	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 197.00	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

- AIRFARE* ____
- BUS** ____
- Rental Car** ____
- County Vehicle** ____
- Private Vehicle** ____
- OTHER** (Specify) ____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- X Trip expenses are necessary and will be incurred for official county business.
- X Reasonable efforts to minimize the use of county funds have been explored.
- X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- ____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara C. Henry	1/23/13	Nora Linda Cruz	383-1026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

- ____ TRAVEL IS **APPROVED** for the individuals listed below:
- ____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

Thursday, February 28, 2013

6:45	Optional Morning Walk " Nature Trail"	White Tail Lodge
8:00	Breakfast	White Tail Lodge
9:00- 10:30	Dinner Tonight Boot Camp - U x 7 Team	Big Horn
10:45- 11:30	Keep Fillin' Your Bucket - Marilyn Sebesta	White Tail Lodge
11:30- 12:15	Wrap Up and Evaluations - Elaine Fries	White Tail Lodge
12:15	Lunch and adjourn	



Safe Travels!

3:00-5:00 Table Talk Topics (Pick 4 Rotations)

1. Child Care Provider Education - Alexis Cordova
   *Targeting Child Care Provider Needs
   *Sharing Resources
   *Clock Hours vs CEUs

2. Home Water Conservation - Joyce Cavanaugh
   *Water Programming Resources
   *Incorporating Water Education Through FCS
   * 40 Gallon Challenge

3. Food Preservation Q&A - Jenna Anding
   *Resource Update
   *Answering Clientele Questions
   *Troubleshooting with "So Easy to Preserve"

4. Incorporating Physical Activity into Other Programs
   Dawn Burton and Danielle Green
   *Impacting Health Through Activity
   *Ideas for Increasing Activity in All FCS Programs

5. Reducing Debt Using Power Pay - Nancy Granovsky
   *Understanding Power Pay
   *Using Power Pay with Clientele
   *Incorporating Power Pay with Financial Management

5:30 Dinner-Keynote Speaker White Tail Lodge

"FCS—Catalyst for Change"

Tuesday, February 26, 2013

11:30-12:15	Registration	White Tail Lodge
12:30	Lunch	White Tail Lodge
1:15	Welcome - Elaine Fries Guest Welcome South Region Update - Elaine Fries	Big Horn
2:00	Opening Ice Breaker - Amy & Fralonda Meeting the Region/Idea Sharing	Big Horn
2:45-3:00	Break	
3:00-5:00	Master Wellness Volunteer Program - Susan Ballabina	
5:30	Dinner	White Tail Lodge
7:00	Agent Networking	

Wednesday, February 27 2013

6:45	Optional Morning Walk "Around the Camp"	White Tail Lodge
8:00	Breakfast	White Tail Lodge
8:45	Fuel Up to Play Overview - Susan Ballabina	Big Horn
9:15	Balanced Living Series	Big Horn
11:15	DWI Simulator – Bobbi Brooks	
12:30	Lunch	
1:30	Debunking Food Myths - Jenna Anding	
2:30-3:00	Agent Networking	

TEXAS A&M AGRILIFE EXTENSION

PRAIRIE VIEW A&M UNIVERSITY
Cooperative Extension Program

SOUTH REGION
FAMILY & CONSUMER SCIENCES:
A Catalyst for Change

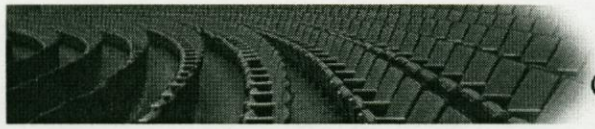
February 26-28, 2013

Professional Development Retreat

- Re-tool skills
- Educate yourself
- Train for new challenges
- Reconnect with agents
- Exchange ideas
- Acquire new knowledge
- Talk and interact to plan strategies



TEXAS A&M AGRILIFE EXTENSION



Extension Conference Services

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A A A

2013 South Region FCS Retreat: A Catalyst for Change

TEXAS A&M AGRILIFE EXTENSION

Enroll Now

Workshop Materials

Map
Agenda

General Information

WHEN	February 26-28, 2013
	Registration: Feb. 26, 11:30 a.m.-12:15 p.m.
WHERE	Crier Creek, Columbus
FEE	$170 - FCS (mandatory)
	$90 - Specialists (1 overnight stay & meals)
	$25 - Specialists (1 day, meals only)

Professional Development Retreat - A Catalyst for Change

For more information about this training, please contact DiAnna Moglia (dhmoglia@ag.tamu.edu or 361-265-9203). For questions about registration or payment, please contact Extension Conference Services (agriliferegister@tamu.edu or 979-845-2604).

Refund Policy

If a cancellation becomes necessary, please send notification to agriliferegister@tamu.edu. No refunds.

Contact Us
2139 TAMU
College Station, TX 77843-2139
Office: (979) 845-2604
Fax: (979) 862-4511
Email: agriliferegister@tamu.edu

Educational programs of Texas A&M AgriLife are open to all people without regard to race, color, sex, disability, religion, age, or national origin.

Conference Service Management System Version 3.55.03

- There is no internet connection. There is cell phone service, but no phones in the room. And no TV!!! So we will unplug and focus on us!!!

We will be having an ice breaker activity with the following instructions to think about ahead of time:

** Please bring an "idea" to share with other agents in during the "Speed Share" session. You will have about 30 seconds to a minute to exchange ideas. You will share your one idea many times, but will accumulate many ideas from other agents. The ideas you bring can be anything from a useful organization tip, to a twist you put on a traditional program, to an awesome program success. If you would like to bring printed information, please do so (about 70 copies), but handouts are not required.

Some of you may have heard that Dairy MAX was going to be providing a training. Due to some staffing changes, they will not be able to provide this for us at this time. But in true Extension form, we have moved on to plan B and I am sure you will enjoy what has been planned.

If you have any questions, please do not hesitate to let me know.

Thanks and I look forward to seeing everyone soon!!!
Elaine

Nora Cruz

From: Nora Cruz
Sent: Thursday, January 17, 2013 12:55 PM
To: Nora Cruz
Subject: FW: South Region FCS retreat registration

Nora Linda Cruz
Administrative Assistant II
Texas AgriLIFE Extension Service
Hidalgo County
Office: (956) 383-1026
Fax: (956) 383-1735

HAVE A FANTASTIC DAY!

From: Elaine Fries
Sent: Thursday, January 17, 2013 10:52 AM
To: EXT - South Region CEA FCS; Molly Warzon
Cc: Dale Fritz; Vincent Mannino; Linda Willis; Donnie Montemayor; Ruben Saldana; Jacquelyn White; Dawn E. Burton; Danielle Hairston-Green (dyhairstongreen@PVAMU.EDU); Pete Gibbs; DiAnna Moglia; Susan Ballabina
Subject: South Region FCS retreat registration

Hi all!!!

The South Region Resource Committee is excited to provide information on our FCS retreat!!! It has been a couple of years since we have been together, face-to-face. We have been working to prepare an informative agenda that will provide you with new resources, ideas, time to share, and time to network with agents throughout our wonderful region. This will be held February 26 – 28 at the Crier Creek Retreat Center in Columbus, Texas. Please register through conference services at the following by February 15th:

Register online at https://agriliferegister.tamu.edu
Keyword Search: South Region
Register by phone: 979-845-2604

There is an agenda and map to the center within the registration information at the above site.

A couple of things to note and prepare:

- Dress will be casual. Jeans are appropriate!!! We will be "out" in a rural type setting and be moving between buildings. So please wear comfortable shoes too.
- Be prepared for all types of weather. It may be cold, hot, or raining.
- You will need to bring your own towels, washcloth, and personal comfort items. If you are cold natured, you might want to take an extra blanket.
- We have tried to keep this retreat cost effective. The price includes 2 nights lodging, 7 meals, light snacks, water, coffee, conference services fee, and some basic supplies. We will be comfortable, not fancy!!!

AI-36725 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Purchasing Department:
Requesting approval for Oscar Garza, Procurement Specialist to attend the 4 Clicks Regional Introductory Class on February 13-14 2013 in San Antonio, Texas

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-18-160-001-0-xxx

FUNDS AVAILABLE Y/N?: y pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Line item transfer submitted to cover travel expenses for Oscar Garza.
Comm. Court of 2/5/13 -see Consent Agenda Item 36727.

Attachments

back up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	02/01/2013 08:50 AM
Budget & Management	Obdett Calzada	02/01/2013 11:06 AM
Auditor's Office	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Nielda Cavazos Started On: 01/31/2013 03:06 PM

Final Approval Date: 02/01/2013

San Antonio, TX

2-Day Introductory Training

February 13-14, 2013 8AM-4PM

The Most Powerful Implementation of RSMeans™
Cost Data and Cost Estimating Technology Available



Owners, Contractors, and AE's:

Take advantage of an opportunity to bring your estimating skills, and overall SABER, JOC, SATOC, MATOC, IDIQ, MACC, POCA, and BOA project productivity, to the next level! Please remember that our regional training classes may fill up early; so register today.

Whether you are using e4Clicks Project Estimator™ or RSMeans JOCWorks™, get the most out of your premier technology!

You will learn how to:

- Leverage hot keys
- Easily copy/paste
- Reuse estimates
- Utilize visual estimating and QTO tool complete with Extensions, Pattern Search, and more!

Owners looking to better manage your projects, Contractors looking to better serve your clients and win more jobs, and AEs hoping to enhance your estimating capabilities: this class is for you!

Join your peers and gain incredible understanding and great retention. Plus, you'll receive our training manual to take home for future reference.

The cost of attending our two-day course is $895.00 per attendee. Please remember you must have a computer to attend. Registrants without a laptop can rent one for $175.00 each.
(GSA Pricing Also Available)

Register For Training

Again, this class is first come, first serve; so reserve your seat before we're sold out! Thank you and please let me know if you need any additional information on the class.

Bruce

Bruce Sarty
Director of Training
951.679.3887 Office
info@4Clicks.com

"e4Clicks is fast. Quick does not adequately describe how rapidly a complete estimate can be compiled that is both accurate in scope and very informative to our clients of our intentions. Without e4Clicks, we could not support the work load per person that we currently achieve."

- Contractor

"I am indescribably happy with the software. Your trainers are fantastic. I wish more of our construction contractors had the professionalism and attitude your team displays. I can only imagine what it would be like to work on a daily basis with energetic, competent, and congenial people like those on your team. Thank you. It's hard to believe software can make me want to come to work! You should also be aware that the contractors and subs that started using the product are also VERY pleased. I think it has a little to do with the way we implement it into our JOC process."

- DPW Engineering Technician

"In my lifetime I've been in LOTS of training, some good, some not so good, some just miserable/hard to stay awake through…BUT…Not only was your training extremely informative, you kept us hopping and on our toes! Thank you for your obvious dedication to your firm, your knowledge of the software, your ability to hold your audience's attention, your constant encouragement and fun presentation . . . . all of which help folks learn. I know I learned a lot today!"

- USAF Customer

4Clicks By Estimators For Estimators™ SERVING THE DOD SINCE 2001

4Clicks Solutions, LLC
Colorado Springs, CO
URL www.4Clicks.com
Email info@4Clicks.com

Receive CEU Credits - 4Clicks is a Certified AACEI Education Partner

AI-36699 **Comm. Court Executive Office 7. F.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Elections Department:
Requesting permission to advertise/hire for the following:

Position	Slot #	Salary
Data Entry Clerk I (temporary)	T147	$17,636.00
Data Entry Clerk I (temporary)	T148	$17,636.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-414-00-130-001-0-XXX

FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available within budget (slot/ position)

Attachments

req

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/30/2013 02:05 PM
Human Resources	Sylvia Rios	01/31/2013 11:30 AM
Budget & Management	Obdett Calzada	01/31/2013 01:43 PM
Rosalinda Cantu	Rosie Cantu	01/31/2013 05:01 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Monica Badillo Started On: 01/30/2013 01:24 PM

Final Approval Date: 02/01/2013

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
JAN 24 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Elections Department

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE (2) DATA ENTRY CLERK I (TEMPORARY)

☒ NEW POSITION OR REPLACEMENT FOR: Rosalba Ramirez & Shonda Dominguez EMPLOYEE NO 192511 & 193259

DEPT NO 0130 POSITION/SLOT NO T148 & T147

ADVERTISED SALARY: $17,636 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: _____

WORK LOCATION / HOURS: Hidalgo County Elections Department, 101 South 10th Avenue, Edinburg, TX 78539, Monday - Friday 8am-5pm unless otherwise required by elections.

CONTACT PERSON: Amanda Valdez EXTENSION / PHONE NO: 5731

Department Head or Elected Official

01/18/2013
Date

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

Ingrid Rios 01.24.13
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

February 1, 2013
Closing Date

Revised Date: May 2008

DATA ENTRY CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level data entry work. Work involves entering data and maintaining files and documentation; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs repetitive data entry and verification of data files

Performs editing and maintenance of data files

Transcribes source documents to machine-acceptable formats

Prepares formatting programs for simple applications and corrects entry errors

May provide clerical support

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in data entry work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of data entry equipment and of office practices and procedures

Ability to detect and resolve error conditions and to select and transcribe data

Type 35 wpm

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

DATA ENTRY CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level data entry work. Work involves entering data and maintaining files and documentation; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

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- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-36724 **Comm. Court Executive Office 7. G.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement agreement from Travelers Insurance Company in the amount of $17,652.30 to settle total loss auto accident with County vehicle. (Constable P3)

2. Approval to authorize Ramon Garcia, Hidalgo County Judge, to sign Power of Attorney forms for title purposes to settle total loss auto claim with Travelers Insurance Company.

BACKGROUND

DOL: 11/27/12

Acct #: 3-1100-360-00-000-005-0-000

Attachments

Travelers Settlement Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 03:42 PM
Erika Zamora	Erika Zamora	02/01/2013 03:27 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Aida Alvarez Started On: 01/31/2013 02:40 PM

Final Approval Date: 02/01/2013

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.

490169
Const 2

016580

HIDALGO COUNTY
100 E CANO ST FL 1
EDINBURG, TX 78539-4582

DETACH HERE

TEXAS CERTIFICATE OF TITLE

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION
92664349

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
1GNEC03069R243241	2009	CHEV	LL

TITLE/DOCUMENT NUMBER: 10830940079094936 DATE TITLE ISSUED: 10/06/2009

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER
CTA	1/2	5300	1062185

PREVIOUS OWNER
BABY JACK II/CALDWELL CO CALDWELL TX

ODOMETER READING: 1

OWNER
HIDALGO COUNTY
100 E CANO 1ST FLOOR
EDINBURG, TX 78539

REMARK(S)
ACTUAL MILEAGE
EXEMPT

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN: NONE
1ST LIENHOLDER

1ST LIEN RELEASED _____ DATE
BY _____ AUTHORIZED AGENT

DATE OF LIEN
2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE
BY _____ AUTHORIZED AGENT

DATE OF LIEN
3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE
BY _____ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S)

_____ SIGNATURE DATE
_____ SIGNATURE DATE
_____ SIGNATURE DATE

FORM 30-C REV. 6/2009 DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

Whenever you sell or trade in a vehicle, be sure to **protect yourself by filing the Vehicle Transfer Notification online** at www.txdot.gov. The notification removes your responsibility for anything the buyer might do with the vehicle. It's free!

You ONLY have 30 days to submit the Vehicle Transfer Notification from the date you sell or trade in the vehicle to remove your liability.

Always remember to "Protect your title, Texas." For more information, go to www.txdot.gov and enter "Protect your title" into the search field.

WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND SIGNED APPLICATION FOR TITLE (FORM 130-U) INDICATING DATE OF SALE AND SALES PRICE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 20 WORKING DAYS TO AVOID PENALTY.

▶ **FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale _____

Signature of Seller/Agent _____ Printed Name (same as signature) _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

FIRST REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale _____ Dealer No. _____

Dealer's Name _____

Agent's Signature _____ Printed Name (same as signature) _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

SECOND REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale _____ Dealer No. _____

Dealer's Name _____

Agent's Signature _____ Printed Name (same as signature) _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

THIRD REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale _____ Dealer No. _____

Dealer's Name _____

Agent's Signature _____ Printed Name (same as signature) _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

LIEN

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE:

1ST LIEN IN FAVOR OF (NAME & ADDRESS) _____

TRAVELERS

Dan Vogley
215 Shuman Blvd
Naperville, IL 60563
(800) 842-6172 X7416
(877) 229-6174 (fax)

January 29, 2013

Hidalgo County
C/O Fred Reyna
P.O. Box 1356
Edinburg, TX 78540

RE:	Our Claim No.:	ESE7019-001
	Date of Loss:	11/27/2012
	Vehicle:	2009 Chevy Tahoe
	VIN #:	1GNEC03069R243241

Dear Mr. Reyna,

As a result of the accident on the above stated date, ST. PAUL FIRE AND MARINE (Travelers) deemed your clients car to be total loss. We have determined the actual cash value of this total loss vehicle from Autosource, a computerized valuation service, using current market data. The actual cash value of your vehicle, including options, has been determined to be: $20,576.00

Actual Cash Value:	$ 20,576.00
Less Deductible:	$ 10,000.00
Equipment removal:	$ 220.00
Equipment install:	$ 773.70
Other damaged equipment:	$ 6,082.60
Total Settlement:	$ 17,652.30

Per our instructions, I will mail this payment, and after it is received, we can pick up the vehicle, and then the signed title will me amiled to my attention to the address above.

Please call me if you have any questions.

Sincerely,

Daniel J. Vogley
Travelers – Total Loss Department

CCC VALUESCOPE
Claim Services

Market Report

Report Reference Number: 48674912
Claim reference: ESE7019001
Loss Incident Date: 11/27/2012
Insured: Unk

Adjuster: Rita Riojas

Claim Reported Date: 12/07/2012
Owner: Hidalgo County
Appraiser: ELIAS OLIVO

Introduction

Travelers Insurance has conducted an appraisal of your 2009 Chevrolet Tahoe 4X2 Police 4d Utv located in Brownsville/Mcallen, TX. The appraisal information was then used to conduct research in your market to determine the local market value of your unit. This CCC Valuescope Market Report details the results of that search. It contains the following sections:

Section Title:	Section Contents:
Equipment Summary	Market Value and Equipment Detail
VINguard Identification	Loss Unit configuration and VIN history
Valuation Methodology	Method used to evaluate the vehicle
Comparable Units	Supporting market data for loss unit
Appraisal and Valuation Notes	Log notes for this file

Equipment Summary

Loss Unit Specifications

Police Car
2009 Chevrolet Tahoe 4X2 Police
4d Utv
8-5.3L-FI
Condition is 2: Average
Odometer 58,633

Actual Cash Value	$	20,576.00
Loss Unit Sales Tax 6.25%	+	1,286.00
Adjusted Loss Unit Value	$	21,862.00

Major Equipment

Loss Unit Equipment:

Option	Description
AT	Automatic Transmission
OD	Overdrive

Equipment Summary (continued)

PS - Power Steering
PB - Power Brakes
PW - Power Windows
PL - Power Locks
SP - Power Driver Seat
PM - Power Mirrors
CS - Cloth Seats
BS - Bucket Seats
RL - Reclining/Lounge Seats
AC - Air Conditioning
DA - Dual Air Conditioning
CL - Climate Control
CC - Cruise Control
TW - Tilt Wheel
KE - Keyless Entry
RD - Rear Defogger
IW - Intermittent Wipers

DM - Dual Mirrors
TQ - Steering Wheel Touch Control
CN - Console/Storage
CO - Overhead Console
IB - On Board Computer
WP - Rear Window Wiper
AM - AM Radio
FM - FM Radio
ST - Stereo
CD - CD Player
SE - Search/Seek
M3 - Auxiliary Audio Connection
SY - Styled Steel Wheels
AG - Drivers Side Air Bag
RG - Passenger Air Bag
AB - Anti-Lock Brakes (4)
DB - 4-Wheel Disc Brakes
DG - Head/Curtain Air Bags
TD - Alarm
TG - Tinted Glass
MP - Metallic Paint
SG - Stone Guard
IP - Clearcoat Paint
BD - Running Boards/Side Steps
FL - Fog Lamps

Actual Cash Value does not include tax, title, license, prior damage or deductible. For additional information or special consideration, call the CCC Commercial/Recreational Vehicle Division at 1-800-621-8070 or, in Illinois, 312-CCC-INFO. Please use your Valuation Request Number for reference.
Valuation Request: 48674912 (Continued) 2009 CHEV TAHOE 4X2 POLICE

========== VINguard Identification ==========

VIN: 1GNEC03069R243241

	Insurer Description	VINguard Analysis
Class	Police Car	
Year	2009	2009
Make	Chevrolet	Chevrolet
Model	Tahoe 4X2 Police	Tahoe 4X2 Police
Model Num	NC03	NC03
Body style	4d Utv	
Engine	8-5.3l-Fi	8-5.3l-Fi

VINguard message(s):
VINguard has decoded this VIN without any errors.

Previous Total Loss History:
Duplicate VIN 48673363 --00206 previously submitted by Travelers (800) 292-5628 on 12/06/2012 Claim #: ESE7019001

========== AutoCheck Vehicle History Report ==========

AutoCheck Vehicle History Report

Experian Automotive

Report Run Date: 12/07/2012

Key: | N = No Problem Found | Y = Problem Found | I = Information Found

TITLE CHECK

THIS VEHICLE CHECKS OUT. AutoCheck database for this 2009 CHEVROLET TAHOE 4X2 POLICE (1GNEC03069R243241) shows no historical events that indicate a significant automotive problem. These problems can indicate past automotive

damage or warnings associated with the vehicle title.

Problems Checked	Results Found
Abandoned	N No Abandoned Record(s) Found
Damaged	N No Damaged Record(s) Found
Fire Damage	N No Fire Damage Record Found
Grey Market	N No Grey Market Record Found
Hail Damage	N No Hail Damage Record Found

Insurance Loss	N No Insurance Loss Record Found
Junk	N No Junk Record(s) Found
Rebuilt	N No Rebuilt Record(s) Found
Salvage	N No Salvage Record(s) Found

PROBLEM CHECK

THIS VEHICLE CHECKS OUT. AutoCheck database for this 2009 CHEVROLET TAHOE 4X2 POLICE (1GNEC03069R243241) shows no historical events that indicate a significant automotive problem. These problems can indicate past automotive damage or warnings associated with the vehicle title.

Problems Checked	Results Found
NHTSA Crash Test Vehicle	N No NHTSA Crash Test Vehicle Record(s) Found
Frame Damage	N No Frame Damage Record(s) Found
Major Damage Incident	N No Major Damage Record(s) Found
Manufacturer buyback/lemon	N No Manufacturer Buyback/lemon Record(s) Found
Odometer Problem	N No Odometer Problem Record(s) Found
Recycled	N No Recycled Record(s) Found
Salvage Auction	N No Salvage Auction Record(s) Found
Water Damage	N No Water Damage Record(s) Found

ODOMETER CHECK THIS VEHICLE CHECKS OUT. For this 2009 CHEVROLET TAHOE 4X2 POLICE (1GNEC03069R243241) no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

Date Reported	Odometer Reading
2009-09-25	
2009-10-06	1
2010-04-07	

VEHICLE INFORMATION

INFORMATION FOUND. AutoCheck found additional information on this vehicle. These records will provide more history for this 2009 CHEVROLET TAHOE 4X2 POLICE (1GNEC03069R243241)

Problems Checked	Results Found
Accident	Y Accident Record(s) Found
Corrected Title	N No Corrected Title Record(s) Found
Driver Education	N No Driver Education Record(s) Found
Duplicate Title	N No Duplicate Title Record(s) Found
Emissions Safety Inspection	N No Emissions Safety Inspection Record(s) Found
Fire Damage	N No Fire Damage Record(s) Found

Lease	N No Lease Record(s) Found
Lien	N No Lien Record(s) Found
Livery Use	N No Livery Use Record(s) Found
Government Use	N No Government Use Record(s) Found
Police Use	N No Police Use Record(s) Found
Fleet	N No Fleet Record(s) Found
Rental	N No Rental Record(s) Found
Fleet and/or Lease	N No Fleet and/or Lease Record(s) Found
Fleet and/or Rental	N No Fleet and/or Rental Record(s) Found

Repossessed	N	No Repossessed Record(s) Found
Taxi Use	N	No Taxi Use Record(s) Found
Theft	N	No Theft Record(s) Found

FULL HISTORY

Below are the historical events for this vehicle listed in chronological order.

Report Run Date: 12/07/2012

Event Date	Event Location	Odometer Reading	Data Source	Event Detail
2009-09-25	EDINBURG , TX	00000000	Motor Vehicle Dept	REGISTRATION EVENT/RENEWAL
2009-10-06	EDINBURG , TX	1	Motor Vehicle Dept	TITLE
2010-04-07	PHARR, TX	00000000	Police Report	ACCIDENT REPORTED

AutoCheck Vehicle History Report Terms and Conditions:
Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN 'AS IS WHERE IS' BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Valuation Request: 48674912 (Continued) 2009 CHEV TAHOE 4X2 POLICE
========== AutoCheck Vehicle History Report (continued) ==========
Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, 'acts of God', terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of laws provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

========== Valuation Methodology ==========

The Commercial + Recreational Vehicle Division of CCC Information Services, Inc., prepared this CCC Valuescope Market Report for Travelers. CCC has been preparing market value reports for the insurance industry since 1981.

Valuations performed by CCC's Commercial + Recreational Vehicle Division require individual market searches to identify and locate supporting market information. Due to the unique nature of the loss units valued in the Commercial + Recreational Vehicle Division, a valuation expert handles each request individually.

When Travelers requests a valuation report, they provide CCC with the configuration of the loss unit, including model, hours or mileage, optional features, any accessories, the condition of the loss unit as well as the VIN/HIN/PIN (vehicle/hull/product identification number) of the loss unit. That identification number is analyzed to verify basic information provided on the loss unit.

Travelers also provides CCC with the loss unit owner's ZIP code, which identifies the local market used to determine the market value.

The local market area, however, may vary by vehicle or unit type. Where the vehicle or loss unit is readily available in a given location, the search area can be within the same city or state as the loss unit. If the loss unit or vehicle is very specialized, the search may expand to locate comparable support to document the loss unit's value.

Significant differences between the loss unit and any comparable units are documented and are used to define a verifiable market value for the loss unit. If no comparable units are located, the valuation expert will conduct a local market survey to gather the expert opinion of knowledgeable retailers in order to determine the local market value.

Valuation Request: 48674912 (Continued) 2009 CHEV TAHOE 4X2 POLICE

========== Comparable Units ==========

The Comparable Units are compared to the Loss Unit to determine the Adjusted Value. The Adjusted Value represents the price of the Comparable Unit configured to exactly match the Loss Unit.

Comparable # 1 :

Publication: Sss Internet Ads — Publication Date: 12/07/2012
Location: Sherman, Tx — Phone: (903)819-9152
Dealer/Private: Dealer — Dealer Name: Holiday Chevrolet

Loss Unit	Comparable # 1	Adjustment
Loss Unit Type		
Specialty Vehicles	Specialty Vehicles	
Class: Police Car	Police Car	
	Take Price:	17998
2009 Chevrolet	2009 Chevrolet	
Tahoe 4x2 Police	Tahoe 4x2 Police	
4d Utv	4d Utv	
8-5.3l-Fi	8-5.3l-Fi	
Miles: 58,633	85,124	2356
Condition: 2 Average	2 Average	
Major Equipment		
Packages		
Radio		
AM/FM Stereo Seek	AM/FM Stereo Seek	
With Compact Disk	With Compact Disk	
Auxiliary Audio Connec	Auxiliary Audio Connection	
Options		
Automatic Transmission	Automatic Transmission	
Overdrive	Overdrive	
Power Steering	Power Steering	
Power Brakes	Power Brakes	
Power Windows	Power Windows	
Power Locks	Power Locks	
Power Driver Seat	Power Driver Seat	
Power Mirrors	Power Mirrors	
Cloth Seats	Cloth Seats	
Bucket Seats	Bucket Seats	
Reclining/Lounge Seats		
Air Conditioning	Air Conditioning	
Dual Air Conditioning	Dual Air Conditioning	
Climate Control	Climate Control	

Valuation Request: 48674912 (Continued) 2009 CHEV TAHOE 4X2 POLICE

========== Comparable Units (continued) ==========

LOSS UNIT	Comparable # 1	ADJUSTMENT

Cruise Control	Cruise Control	
Tilt Wheel	Tilt Wheel	
Keyless Entry	Keyless Entry	
Rear Defogger	Rear Defogger	
Intermittent Wipers	Intermittent Wipers	
Dual Mirrors	Dual Mirrors	
Steering Wheel Touch C		100
Console/Storage		
Overhead Console	Overhead Console	
On Board Computer		
Rear Window Wiper	Rear Window Wiper	
Styled Steel Wheels	Styled Steel Wheels	
Drivers Side Air Bag	Drivers Side Air Bag	
Passenger Air Bag	Passenger Air Bag	
Anti-Lock Brakes (4)	Anti-Lock Brakes (4)	
4-Wheel Disc Brakes	4-Wheel Disc Brakes	
Head/Curtain Air Bags	Head/Curtain Air Bags	
Alarm		150
Tinted Glass		
Metallic Paint		
Stone Guard		
Clearcoat Paint		
Running Boards/Side St	Running Boards/Side Steps	
Fog Lamps		75
	Privacy Glass	-150
Additional Equipment		

Adjusted Value		20529

Comparable # 2 :

Publication: Sss Internet Ads — Publication Date: 12/07/2012
Location: Columbia, Sc — Phone: (803)779-3779
Dealer/Private: Dealer — Dealer Name: Ko Enterprises

Loss Unit	Comparable # 2	Adjustment
Loss Unit Type		
Specialty Vehicles	Specialty Vehicles	
Class: Police Car	Police Car	
	Take Price:	16995
2009 Chevrolet	2009 Chevrolet	

Valuation Request: 48674912 (Continued) 2009 CHEV TAHOE 4X2 POLICE

========== Comparable Units (continued) ==========

LOSS UNIT	Comparable # 2	ADJUSTMENT
Tahoe 4x2 Police	Tahoe 4x2 Police	
4d Utv	4d Utv	
8-5.3l-Fi	8-5.3l-Fi	
Miles: 58,633	103,600	3452
Condition: 2 Average	2 Average	
Major Equipment		
Packages		
Radio		
AM/FM Stereo Seek	AM/FM Stereo Seek	
With Compact Disk	With Compact Disk	
Auxiliary Audio Connec	Auxiliary Audio Connection	
Options		
Automatic Transmission	Automatic Transmission	
Overdrive	Overdrive	

Power Steering	Power Steering	
Power Brakes	Power Brakes	
Power Windows	Power Windows	
Power Locks	Power Locks	
Power Driver Seat	Power Driver Seat	
Power Mirrors	Power Mirrors	
Cloth Seats	Cloth Seats	
Bucket Seats	Bucket Seats	
Reclining/Lounge Seats		
Air Conditioning	Air Conditioning	
Dual Air Conditioning	Dual Air Conditioning	
Climate Control	Climate Control	
Cruise Control	Cruise Control	
Tilt Wheel	Tilt Wheel	
Keyless Entry	Keyless Entry	
Rear Defogger	Rear Defogger	
Intermittent Wipers	Intermittent Wipers	
Dual Mirrors	Dual Mirrors	
Steering Wheel Touch C		100
Console/Storage		
Overhead Console	Overhead Console	
On Board Computer		
Rear Window Wiper	Rear Window Wiper	
Styled Steel Wheels	Styled Steel Wheels	
Drivers Side Air Bag	Drivers Side Air Bag	
Passenger Air Bag	Passenger Air Bag	

========== Comparable Units (continued) ==========

LOSS UNIT	Comparable # 2	ADJUSTMENT
Anti-Lock Brakes (4)	Anti-Lock Brakes (4)	
4-Wheel Disc Brakes	4-Wheel Disc Brakes	
Head/Curtain Air Bags	Head/Curtain Air Bags	
Alarm		150
Tinted Glass		
Metallic Paint		
Stone Guard		
Clearcoat Paint		
Running Boards/Side St	Running Boards/Side Steps	
Fog Lamps		75
	Privacy Glass	-150
Additional Equipment		

Adjusted Value		20622

========== Valuation Processing Notes ==========

12/07 15:16 Standard Equipment:
Ab Ac Ag Am At Bd Bs Cc Cd Cl Co Cs Da Db Dg Dk Dm Dt Fm
Iw Ke M3 Od Os Pb Pl Pm Pw Rd Rg Se Sp St Sy Tm Ts Tw Vi
Ga Wp

If you have any questions, please contact Customer service at 1-800-621-8070, or in Illinois 312-CCC-INFO. Thank you for the assignment.

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TER

VIDEO SOUND & LIGHTS

3716 South US HWY 281
Edinburg Tx 78539
956-383-6855
FAX 956-380-1513

QUOTE

Date	Estimate #
1/16/2013	1799

VIN#

Name / Address
Hidalgo County PCT 3 Constable 730 North Breyfogle Suite B Mission, Texas 78572

P.O. No.	Terms	Due Date
	1/11/2013	1/11/2013

Item	Description	Qty	Cost	Total
HCI-106	INSTALL ANTENNAS	1	35.00	35.00T
HCI-113	INSTALL DIRECTIONAL BAR	1	55.00	55.00T
HCI-114	INSTALL 12 VOLT SIRENS	1	25.00	25.00T
hci-134	INSTALL VIDEO CAMERA SYSTEM	1	89.00	89.00T
HCI-135	INSTALL RADAR WHIT ANTENNAS	1	60.00	60.00T
HCI-138	install rear deck lights	2	25.00	50.00T
hci-139	INSTALL DASH LIGHTS	2	16.00	32.00T
HCI-140	INSTALL LED LIGHTS	4	25.00	100.00T
hci-143	Install fuse panel	1	19.00	19.00T
HCI-141	INSTALL CENTER CONSOLE	1	45.00	45.00T
HCI-100	INSTALL MOTOROLA (SYNTORX, 9000 ETC.)	1	75.00	75.00
HCI-115	INSTALL SIREN SPEAKER PUSH BAR MOUNT	1	25.00	25.00T
HCI-147	Install Prisoner Cages	1	29.00	29.00T
HCI-152	Install Push Bumpers	1	45.00	45.00T
HCT	TECHNICIAN RATE install switch panel	3	29.90	89.70T
	tahoe pct3 lic plates 1062185			

Subtotal	$773.70
Sales Tax (0.0%)	$0.00
Total	$773.70

VIDEO SOUND & LIGHTS

3716 South US HWY 281
Edinburg Tx 78539
956-383-6855
FAX 956-380-1513

QUOTE

Date	Estimate #
1/11/2013	1798

VIN#

Name / Address
Hidalgo County PCT 3 Constable 730 North Breyfogle Suite B Mission, Texas 78572

P.O. No.	Terms	Due Date
	1/11/2013	1/11/2013

Item	Description	Qty	Cost	Total
HCR-106	REMOVAL ANTENNAS	1	39.00	39.00T
HCR-113	REMOVAL DIRECTIONAL BAR	1	15.00	15.00T
HCR-114	REMOVAL 12 VOLT SIRENS	1	13.00	13.00T
HCR-120	REMOVAL VIDEO SYSTEM	1	18.00	18.00T
HCR-121	REMOVAL RADAR WITH ANTENNAS	1	15.00	15.00T
HCR-124	REMOVAL REAR DECK LIGHTS	2	11.00	22.00T
HCR-125	REMOVAL DASH LIGHTS	2	7.00	14.00T
HCR-128	REMOVAL LED LIGHTS	4	11.00	44.00T
HCR-131	REMOVAL FUSE PANEL	1	10.00	10.00T
HCR-136	REMOVAL CENTER CONSOLE	1	15.00	15.00T
HCR-126	REMOVAL PRISONER CAGE		15.00	15.00T
	tahoe pct3 lic plates 1062185			

Subtotal	$220.00
Sales Tax (0.0%)	$0.00
Total	$220.00

VIDEO SOUND & LIGHTS

3716 South US HWY 281
Edinburg Tx 78539
956-383-6855
FAX 956-380-1513

QUOTE

Date	Estimate #
1/16/2013	1800

VIN#

Name / Address
Hidalgo County Pct 3 Mission, TX 78572

P.O. No.	Terms	Due Date
	1/16/2013	1/16/2013

Item	Description	Qty	Cost	Total
Misc.	mobile video digital video system WatchGuard® DV-1™ records up to 8 hours of video directly to re-writable DVD-Video discs in the vehicle that play on regular DVD players. Direct-to-DVD-Video is the fastest, most efficient, and cost effective process for creating, managing and presenting digital video evidence.	1	6,400.00	6,400.00T
Misc.	Push Bar	1	425.00	425.00T
FE-S-2009	TRITON 150W speaker	1	147.00	147.00
CS-LSB-61-R/B	CAR-SON IMPORTS DUAL COLOR 6 LED RED/BLUE bumper lights	2	92.00	184.00T

Subtotal	$7,156.00
Sales Tax (0.0%)	$0.00
Total	$7,156.00

AI-36678 **Comm. Court Executive Office 7. H.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Lindsay General Insurance Agency in the amount of $17,074.76 for a total loss auto accident with County vehicle. (Precinct 4)

BACKGROUND

DOL: 04/19/12

Acct #: 3-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-360-00-000-005-0-000

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Lindsay Gen Ins Agency Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/29/2013 03:43 PM
Ivan Cantu	Ivan Cantu	01/31/2013 11:17 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Aida Alvarez Started On: 01/29/2013 03:04 PM

Final Approval Date: 02/01/2013

LINDSAY GENERAL INSURANCE AGENCY
P.O. BOX 100051
DULUTH, GA 30097-0051

KEYWORTH BANK
DULUTH, GA 30097

AC 1140011617

01/11/2013
DATE

PAY TO THE ORDER OF: HILDAGO COUNTY SAFETY DIVISION

PAY Seventeen Thousand Seventy-Four & 76/100 Dollars $ 17074.76

MAIL TO
HIDALGO COUNTY SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540-

Policy: 1026440.013. Adjuster: CMILLER . Req: CMILLER
Claim: 93483. Coverage: PDM
SUBRO SETTLEMENT FULL/FINAL

Dana Kirkham for Grewe

⑈1140011617⑈ ⑆061121054⑆ 2007516⑈

CHARLES CLARK CHEVROLET

911 W BUSINESS HIGHWAY 83, MCALLEN, TX
78501
Phone: (956) 578-0489
FAX: (956) 682-2385

Workfile ID: 60e2a86d
Federal ID: 740545450

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4

Job Number:

Written By: Adan Purata

Insured: HIDALGO PCT #4
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
HIDALGO PCT #4

Inspection Location:
CHARLES CLARK CHEVROLET
911 W BUSINESS HIGHWAY 83
MCALLEN, TX 78501
Repair Facility
(956) 578-0489 Day

Insurance Company:

VEHICLE

Year:	2012	Body Style:	4D SHORT	VIN:	1GC1KVCG9CF143843	Mileage In:	3260
Make:	CHEV	Engine:	8-6.0L-FI	License:		Mileage Out:	
Model:	K2500 4X4 SILVERADO CREW WORK	Production Date:		State:		Vehicle Out:	
Color:	WHITE Int:	Condition:		Job #:			

TRANSMISSION
Automatic Transmission
4 Wheel Drive
Overdrive
POWER
Power Steering
Power Brakes
Power Locks
DECOR
Tinted Glass
Dual Mirrors
CONVENIENCE
Air Conditioning
Tilt Wheel
Cruise Control
Intermittent Wipers
Keyless Entry
Alarm
Message Center
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
SAFETY
Anti-Lock Brakes (4)
Driver Air Bag
Passenger Air Bag
4 Wheel Disc Brakes
Traction Control
Stability Control
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
TRUCK
Rear Step Bumper

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4 **Job Number:**

Vehicle: 2012 CHEV K2500 4X4 SILVERADO CREW WORK 4D SHORT 8-6.0L-FI WHITE

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR BUMPER**							
2		Repl	Bumper assy w/o dual rr wheels w/o reverse sensor	25832210	1	981.93	1.1	
3		Repl	Trailer hitch	25843936	1	311.42	0.6	
4	S01	Repl	Connector towing receptical	15932302	1	81.49	Incl.	
5	**REAR LAMPS**							
6		Repl	LT Combo lamp assy Chevrolet	25958482	1	137.75	Incl.	
7		Repl	RT Combo lamp assy Chevrolet	25958483	1	157.52	Incl.	
8	**PICK UP BOX**							
9		Repl	Box assy Chevrolet	25969364	1	6,181.71	4.0	15.4
10			Set back box assy				1.5	
11		Repl	Tail gate w/o tail gate assist	20885080	1	699.27	1.3	3.3
12			Overlap Major Non-Adj. Panel					-0.2
13		Repl	Handle bezel w/o lock control	15927251	1	41.32		
14		R&I	Handle all				Incl.	
15		Repl	RT Latch	94715028	1	65.85	Incl.	
16		Repl	LT Latch	94715027	1	65.85	Incl.	
17		Repl	LT Stone guard front Chevrolet	15952189	1	22.00	0.2	
18		Repl	RT Stone guard front Chevrolet	15952188	1	23.11	0.2	
19		Repl	LT Stone guard rear Chevrolet	25783543	1	20.74	0.2	
20		Repl	RT Stone guard rear Chevrolet	25783544	1	22.19	0.2	
21		Repl	LT Decal "4x4"	25798301	1	46.78	0.3	
22		Repl	RT Decal "4x4"	25798301	1	46.78	0.3	
23		Repl	Edge molding	25844299	1	72.20	0.2	
24		Repl	Emblem "BOWTIE"	22829422	1	62.83	0.2	
25		Repl	Nameplate "SILVERADO"	15129652	1	34.80	0.3	
26		Repl	Nameplate "LS"	15925505	1	12.76	0.2	
27	S01	Repl	Guide tube	15078833	1	21.23		
28	**CAB**							
29	*	Rpr	LT Uniside assy			S	5.0	2.0
			NOTE: REPAIR LT CORNER CAB					
30			Overlap Major Adj. Panel					-0.4
31	*	Rpr	RT Uniside assy			S	4.0	2.0
			NOTE: RT CORNER CAB REPAIR					
32			Overlap Major Adj. Panel					-0.4
33	**BACK GLASS**							
34		Repl	Back glass GM, w/deep tint w/o heated	25778780	1	198.62	1.5	
35	#		Setup time		1		1.5	
36	#		Rear frame repair		1		5.0	
			NOTE: REAR END FRAME SWAYED NEED TO REPAIR					
37	**FRONT BUMPER**							
38			O/H front bumper				2.8	

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4 **Job Number:**

Vehicle: 2012 CHEV K2500 4X4 SILVERADO CREW WORK 4D SHORT 8-6.0L-FI WHITE

39			Repl	Bumper w/o fog lamps	25832522	1	477.19	Incl.	
40			Repl	Upper cap chrome	25883355	1	244.90	Incl.	
41			Repl	Air deflector w/o Z71	22755086	1	176.80	Incl.	
42			Repl	Lower extn	20845670	1	48.31	Incl.	
43			Repl	RT Outer bracket	25883351	1	94.33	Incl.	
44			Repl	LT Outer bracket	25883350	1	94.33	Incl.	
45			Repl	RT Outer filler 6.0 liter	25883357	1	15.57	Incl.	
46			Repl	LT Outer filler 6.0 liter	25883356	1	15.57	Incl.	
47			Repl	RT Outer reinf	25883348	1	22.45	Incl.	
48			Repl	LT Outer reinf	25883347	1	22.45	Incl.	
49			Repl	Center reinf	25996794	1	16.77	Incl.	
50			Repl	LT Outer bracket anchor plate	25996793	1	13.82		
51			Repl	RT Outer bracket anchor plate	25996793	1	13.82		
52			Repl	RT Mount bracket	20966182	1	28.28	0.3	
53		S01	Repl	RT Inner bracket	25883353	1	24.81	Incl.	
54		S01	Repl	LT Inner bracket	25883352	1	24.81	Incl.	
55	**GRILLE**								
56			Repl	Grille assy chrome	20966058	1	271.56	Incl.	
57	**FRONT LAMPS**								
58			Repl	RT Headlamp assy	25962805	1	260.68	0.3	
59				Aim headlamps				0.5	
60	#		R&I	Brush Guard				2.0	
61		S01	Repl	LT Headlamp assy	25962804	1	261.83	0.3	
62	**HOOD**								
63	*		Repl	Hood	20952312	1	350.00	1.5	3.2
64				Overlap Major Adj. Panel					-0.4
65				Add for Underside(Complete)					1.6
66				Add for Clear Coat					0.3
67			Repl	Front molding chrome	20963700	1	77.08	0.2	
68	#			Frame repair		1		5.0 F	
				NOTE: TIME IS TO REPAIR FRONT EXTENTIONS					
69		S01	Repl	RT Emblem "VORTEC"	25909695	1	25.48	Incl.	
70		S01	Repl	LT Emblem "VORTEC"	25909695	1	25.48	Incl.	
71		S01	Repl	RT Rear molding	22753693	1	58.04	0.3	
72		S01	Repl	LT Rear molding	22753694	1	58.04	0.3	
73	**RESTRAINT SYSTEMS**								
74			Repl	LT Belt & retractor ebony	19210385	1	137.04	0.5	
75			Repl	Diagnostic unit w/head air bag	13580451	1	214.35 m	0.4 M	
76				System diagnosis			m	0.5 M	
77			Repl	Ft impact sensor	13502744	1	75.21 m	0.3 M	
78	#		Repl	Corrosion protection		1	10.00		
79	#		Repl	Cover car		1	5.00		
80	#		Subl	Hazardous waste removal		1	3.00		
81		S01	Repl	RT Belt & retractor titanium	19210390	1	158.33	0.5	
82	**FRAME**								

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4 **Job Number:**

Vehicle: 2012 CHEV K2500 4X4 SILVERADO CREW WORK 4D SHORT 8-6.0L-FI WHITE

83	*	S01	Repl	LT Mount bracket 6.5 ft box	20910361	1	45.12	2.0	
84	*	S01	Repl	RT Mount bracket 6.5 ft box	20910360	1	45.12	2.0	
85	**FENDER**								
86	*	S01	Rpr	RT Fender Chevrolet				3.0	2.0
87		S01		Overlap Major Adj. Panel					-0.4
88	*			Clear Coat					3.5
89	#	S01	Repl	Emblem		1	36.63		
90	#	S01	Subl	Reprogram Air bag module		1	103.99 X		
				SUBTOTALS			**12,864.34**	**50.5**	**31.5**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				12,760.35
Body Labor	44.3 hrs	@	$ 38.00 /hr	1,683.40
Paint Labor	31.5 hrs	@	$ 38.00 /hr	1,197.00
Mechanical Labor	1.2 hrs	@	$ 75.00 /hr	90.00
Frame Labor	5.0 hrs	@	$ 48.00 /hr	240.00
Paint Supplies				999.99
Miscellaneous				103.99
Subtotal				17,074.73
Grand Total				**17,074.73**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**17,074.73**

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4

Job Number:

Vehicle: 2012 CHEV K2500 4X4 SILVERADO CREW WORK 4D SHORT 8-6.0L-FI WHITE

SUPPLEMENT SUMMARY

Line		Oper		Description	Part Number	Qty	Extended Price $	Labor	Paint
Changed Items									
58				Overlap Major Non-Adj. Panel					0.2
64		S01		Overlap Major Adj. Panel					-0.4
Added Items									
4		S01	Repl	Connector towing receptical	15932302	1	81.49	Incl.	
27		S01	Repl	Guide tube	15078833	1	21.23		
53		S01	Repl	RT Inner bracket	25883353	1	24.81	Incl.	
54		S01	Repl	LT Inner bracket	25883352	1	24.81	Incl.	
61		S01	Repl	LT Headlamp assy	25962804	1	261.83	0.3	
69		S01	Repl	RT Emblem "VORTEC"	25909695	1	25.48	Incl.	
70		S01	Repl	LT Emblem "VORTEC"	25909695	1	25.48	Incl.	
71		S01	Repl	RT Rear molding	22753693	1	58.04	0.3	
72		S01	Repl	LT Rear molding	22753694	1	58.04	0.3	
81		S01	Repl	RT Belt & retractor titanium	19210390	1	158.33	0.5	
82	**FRAME**								
83	*	S01	Repl	LT Mount bracket 6.5 ft box	20910361	1	45.12	2.0	
84	*	S01	Repl	RT Mount bracket 6.5 ft box	20910360	1	45.12	2.0	
85	**FENDER**								
86	*	S01	Rpr	RT Fender Chevrolet				3.0	2.0
87		S01		Overlap Major Adj. Panel					-0.4
89	#	S01	Repl	Emblem		1	36.63		
90	#	S01	Subl	Reprogram Air bag module		1	103.99 X		
				SUBTOTALS			**970.40**	**8.4**	**1.4**

TOTALS SUMMARY

Category	Basis		Rate	Cost $
Parts				866.41
Body Labor	8.4 hrs	@	$ 38.00 /hr	319.20
Paint Labor	1.4 hrs	@	$ 38.00 /hr	53.20
Paint Supplies	1.7 hrs	@	$ 28.00 /hr	47.60
Additional Supplement Materials/Supplies				-16.41
Miscellaneous				103.99
Subtotal				1,373.99
Total Supplement Amount				**1,373.99**
NET COST OF SUPPLEMENT				**1,373.99**

Preliminary Supplement 1 with Summary

Customer: HIDALGO PCT #4 **Job Number:**

Vehicle: 2012 CHEV K2500 4X4 SILVERADO CREW WORK 4D SHORT 8-6.0L-FI WHITE

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	15,700.74	Adan Purata
Supplement S01	1,373.99	Adan Purata
Job Total:	**$ 17,074.73**	
INSURANCE PAY:	**$ 17,074.73**	

We at Charles Clark Chevrolet highly reccomend the use of OEM(maunfacturer parts only). It is by you the customers choice or insurance reccomendation that we will use other than factory specific parts. We will not be held responsible for the choice of useing these parts or events there-after.I (the customer)understand that only the work listed will be done and there may be hidden damage that may require more labor or parts to repair.

IMPORTANT INFORMATION ABOUT THE NAMED INSURANCE COMPANY'S CHOICE OF PARTS POLICY.

THIS ESTIMATE MAY LIST PARTS FOR USE IN THE REPAIR OF YOUR VEHICLE THAT ARE MANUFACTURED BY A COMPANY OTHER THAN THE ORIGINAL MANUFACTURER OF YOUR VEHICLE. THESE PARTS ARE COMMONLY REFERRED TO AS AFTERMARKET PARTS OR COMPETITIVE PARTS, AND MAY INCLUDE COSMETIC OUTER BODY CRASH PARTS SUCH AS HOODS, FENDERS, BUMPER COVERS, ETC. THE INSURANCE COMPANY GUARANTEES THE FIT AND CORROSION RESISTANCE OF ANY AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT ARE LISTED ON THIS ESTIMATE AND ACTUALLY USED IN THE REPAIR OF YOUR VEHICLE FOR AS LONG AS YOU OWN IT. IF A PROBLEM DEVELOPS WITH THE FIT OR CORROSION RESISTANCE OF THESE PARTS, THEY WILL BE REPAIRED OR REPLACED AT THE INSURANCE COMPANY'S EXPENSE. THIS GUARANTEE IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART. HOWEVER, IF YOU CHOOSE NOT TO USE ONE OR MORE OF THE AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT MAY BE LISTED ON THIS ESTIMATE IN THE REPAIR OF YOUR VEHICLE, THE INSURANCE COMPANY WILL SPECIFY THE USE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, EITHER NEW OR RECYCLED AT THE INSURANCE COMPANY'S OPTION, AT NO ADDITIONAL COST TO YOU. THE INSURANCE COMPANY DOES NOT SEPARATELY GUARANTEE THE PERFORMANCE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, AND MAKES NO REPRESENTATION ABOUT THE AVAILABILITY OF ANY MANUFACTURER'S GUARANTEE.

Estimate calculated using a preset user threshold amount for the paint and material cost.

AI-36679 **Comm. Court Executive Office 7. I.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Allstate Insurance Company in the amount of $1,325.92 for auto accident with County vehicle. (Precinct 2)

BACKGROUND

DOL: 12/12/12

3-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-360-00-000-005-0-000

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Allstate Insurance Company settlement check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/29/2013 03:48 PM
Ivan Cantu	Ivan Cantu	01/31/2013 11:12 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Aida Alvarez Started On: 01/29/2013 03:12 PM

Final Approval Date: 02/01/2013

Allstate Insurance Company - Claims Payment Processing
P.O. Box 650048 , Dallas, TX 75265 , United States

HIDALGO COUNTY SAFETY DIVISION
PO BOX 1356
EDINBURG TX 78540-1356

Allstate
You're in good hands.

01/22/2013

HIDALGO COUNTY SAFETY DIVISION,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF $1,325.92 FOR YOUR LOSS ON 12/12/2012.

PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0270945686
DATE OF LOSS: 12/12/2012
INSURED: RODOLFO RODRIGUEZ

In payment for Property Damage Liability for Date of Loss 12/12/2012.

ALLSTATE INDEMNITY COMPANY
1-800-255-7828

I-2055SW

00000201301220005252CT03001001000535

INSURED: RODOLFO RODRIGUEZ
CLAIMANT: HIDALGO COUNTY SAFETY DIVISION
IN PAYMENT OF: LOSS ON 12/12/2012.

POLICY NUMBER	CLAIM NUMBER	
638529681	0270945686	
TAX ID	DESK LOC	EMPLOYEE ID
	EQ9	M9HM
Bank of America, NA Atlanta,Dekalb City,Georgia	Bank of America Customer Connection	

64-1278
611

PAY: ONE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND NINETY-TWO CENTS 1,325.92

Allstate

INVOICE NUMBER	MCO	DATE ISSUED
	8280	01/22/2013

114819295

TO THE ORDER OF HIDALGO COUNTY SAFETY DIVISION
PO BOX 1356
EDINBURG TX 78540-1356

COMPANY: ALLSTATE INDEMNITY COMPANY

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

Catherine S Bruce
Samuel H. Pilch
AUTHORIZED SIGNATURES

SECURITY FEATURES INCLUDED. SEE DETAILS ON BACK

⑈114819295⑈ ⑆061112788⑆ 329 911 9562⑈

Allstate Indemnity Company

SAN ANTONIO AUTO MCO
227 North Loop 1604 East, San Antonio, TX
78232
Phone: (800) 733-8910
Fax: (210) 482-4602

Claim #: 000270945686B03
Workfile ID: 6bbe5f9e

Estimate of Record

Written By: OSCIEL CARBAJAL, 12/28/2012 10:04:36 AM
Adjuster: EXPRESS CLAIMS OFFICE, (800) 255-7828 Day

Insured:	RODOLFO RODRIGUEZ	Policy #:	000638529681	Claim #:	000270945686B03
Type of Loss:	Liability	Date of Loss:	12/12/2012 12:00 PM	Days to Repair:	8
Point of Impact:	06 Rear	Deductible:			

Owner:
HIDALGO COUNTY HIDALGO COUNTY
PO BOX 1359
EDINBURG, TX 78540
(956) 393-6022 Other

Inspection Location:
McAllen Drive In
15 South 11th Street
McAllen, TX 78501
Drive-in

Appraiser Information:
cdtw2@allstate.com
(956) 605-9862

Repair Facility:

VEHICLE

Year:	2012	Color:	WHITE Int:	License:	112-1144	Production Date:	
Make:	CHEV	Body Style:	4D SHORT	State:	TX	Odometer:	4535
Model:	C1500 4X2 SILVERADO EXT WORK	Engine:	6-4.3L-FI	VIN:	1GCRCPEA0CZ230601	Condition:	

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
DECOR
Tinted Glass
Dual Mirrors

CONVENIENCE
Air Conditioning
Tilt Wheel
Cruise Control
Intermittent Wipers
Message Center
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
SAFETY
Anti-Lock Brakes (4)
Driver Air Bag
Passenger Air Bag
Head/Curtain Air Bags
Front Side Impact Air Bags
Traction Control
Stability Control
SEATS
Recline/Lounge Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
TRUCK
Rear Step Bumper

Claim #: 000270945686B03
Workfile ID: 6bbe5f9e

Estimate of Record

2012 CHEV C1500 4X2 SILVERADO EXT WORK 4D SHORT 6-4.3L-FI WHITE

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**PICK UP BOX**							
2	*	Rpr	RT Outer panel Chevrolet		0	0.00	3.0	3.1
3			Add for Clear Coat		0	0.00	0.0	1.2
4	#		pf		1	0.00	0.0	-1.6
			NOTE: 50% base, full clear					
5		Repl	RT Stone guard front Chevrolet	15952188	1	23.11	0.2	0.0
6	**REAR LAMPS**							
7		Repl	RT Combo lamp assy Chevrolet w/3047 backup bulb	25958483	1	157.52	0.3	0.0
8	**REAR BUMPER**							
9		Repl	RT End cap chrome w/o reverse sensor	15284308	1	254.67	Incl.	0.0
10		Repl	RT Step pad outer, 1/2 ton	15284314	1	128.50	Incl.	0.0
11		Repl	Rear bumper	20899965	1	220.67	2.5	0.0
12		R&I	Step pad center w/o reverse sensor		0	0.00	Incl.	0.0
13		Repl	RT Bumper brace	20899964	1	47.95	Incl.	0.0
14	#	Rpr	Floor set up		0	0.00	0.5	0.0
15	#	R&I	Tool storage box		0	0.00	1.0	0.0
16	#	Refn	Corrosion Protection		0	0.00	0.0	0.3
17			OTHER CHARGES					
18	#		E.P.C.		1	4.00		
				SUBTOTALS		**836.42**	**7.5**	**3.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				832.42
Parts Discount	$ 832.42		-10.0 %	-83.24
Body Labor	7.5 hrs	@	$ 40.00 /hr	300.00
Paint Labor	3.0 hrs	@	$ 40.00 /hr	120.00
Paint Supplies	3.0 hrs	@	$ 28.00 /hr	84.00
Other Charges				4.00
Subtotal				1,257.18
Sales Tax	$ 833.18	@	8.2500 %	68.74
Total Cost of Repairs				**1,325.92**
Total Adjustments				**0.00**
Net Cost of Repairs				**1,325.92**

AI-36766 **County Court at Laws 8. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

County Court at Law #8:

1. Approval of Order setting salary for the following:

Position	Slot #	Salary (approved by Board of Judges on 1/31/13)
Court Reporter	**0002**	**$73,000.00**

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

3-1100-412-00-028-001-0

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-028-001-0-890

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds for salary and related fringe benefit expenditure for the Court Reporter position available from within Dept.'s operarting budget (object code 890) pending approval of intradepartmental transfer.

Attachments

Back-up

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 02:40 PM
Human Resources	Nereida Garza	02/01/2013 03:26 PM
Budget & Management	Obdett Calzada	02/01/2013 04:01 PM
Rosalinda Cantu	Rosie Cantu	02/01/2013 05:04 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Monica Badillo Started On: 02/01/2013

Final Approval Date: 02/01/2013

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, February 05, 2013**

Agenda Item: 36766

Summary of request/proposal:
County Court at Law #8:
Approval to set salary for the following:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	COURT REPORTER	0002	113	0.00	73,000.00	73,000.00
				0.00	73,000.00	73,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-412-00-028-001-0-	113	CCL#8 -	REG F/T EMPLOYEES	$66,007.66
3-1100-412-00-028-001-0-	211	CCL#8 -	HEALTH INSURANCE	$3,765.15
3-1100-412-00-028-001-0-	212	CCL#8 -	LIFE INSURANCE	$24.41
3-1100-412-00-028-001-0-	220	CCL#8 -	FICA	$5,049.59
3-1100-412-00-028-001-0-	230	CCL#8 -	RETIREMENT	$6,811.99
3-1100-412-00-028-001-0-	250	CCL#8 -	UNEMPLOYMENT COMP	$330.04
3-1100-412-00-028-001-0-	260	CCL#8 -	WORKER'S COMP	$33.00
			2013 Budgetary Impact	$82,021.84

2014 Budgetary Impact: $90,710.60

Possible Funding Sources: WITHIN DEPT BUDGET- INTRADEPARTMENTAL TRANSFER FROM OBJECT CODE 890

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-028-001-0

AI - 36766

CCL #8

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	JUDGE COURT-AT-LAW	$0.00	$142,915.00	$142,915.00	0	$0.00	$0.00	$142,915.00	$142,915.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$150,915.00
0002	**113**	**COURT REPORTER**	**$0.00**	$73,000.00 ~~$0.00~~	$73,000.00 ~~$0.00~~	**0**	**$0.00**	**$0.00**	$73,000.00 ~~$0.00~~	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0003	113	COURT COORDINATOR	$0.00	$55,000.00	$55,000.00	0	$0.00	$0.00	$55,000.00	$55,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,000.00
0004	113	ASSISTANT COURT COORDINATOR	$0.00	$45,000.00	$45,000.00	0	$0.00	$0.00	$45,000.00	$45,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,000.00
0005	113	BAILIFF	$0.00	$50,000.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$660.00	$3,000.00	$0.00	$0.00	$0.00	$53,660.00
		TOTAL	$0.00	$365,915.00	$365,915.00	0	$0.00	$0.00	$365,915.00	$292,915.00	$660.00	$3,000.00	$0.00	$8,000.00	$0.00	$304,575.00

PERSONNEL ACTION PENDING CC APPROVAL.

DATE: February 5, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for CCL#8

ACCOUNT NUMBER: 3-1100-412-00-028-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	113	REG F/T EMPLOYEES	66,007.66
890	OTHER	211	HEALTH INSURANCE	3,765.15
890	OTHER	212	LIFE INSURANCE	24.41
890	OTHER	220	FICA	5,049.59
890	OTHER	230	RETIREMENT	6,811.99
890	OTHER	250	UNEMPLOYMENT COMP	330.04
890	OTHER	260	WORKERS' COMP	33.00
			TOTAL:	**82,021.84**

REASON:
TRANSFER TO FUND THE PRORATED SALARY & FRINGE BENEFITS OF THE COURT REPORTER POSITION, SLOT #0002. SETTING OF SALARY PENDING CC APPROVAL.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
JAN 11 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: COUNTY COURT AT LAW #8 DATE: 1/10/2013

CURRENT POSITION TITLE: COURT REPORTER CURRENT SLOT #: 0002

REQUESTED POSITION TITLE: SAME

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SETTING OF SALARY

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ _____ Current G&S/ Budgeted Salary $ 73,000.00 Proposed G&S/ Budgeted Salary $ _____ Net Change

Position to be funded from one of the following:

[x] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEED TO SET SALARY OF COURT REPORTER FOR NEW COURT; ~~SUBJECT TO RATIFICATION~~ Approved BY BOARD OF JUDGES AT THEIR ~~NEXT~~

MEETING ~~TO BE~~ HELD IN JAN 31 2013.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	1|10|13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A. Ortega /gfe HUMAN RESOURCES DIRECTOR	01·11·13 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01·11·13 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS' COURT APPROVAL	Date			

AI-36743 **Constables 9. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Constable Celestino Avila Jr **Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Discussion, consideration, and approval to appoint John Paul Sauceda as Deputy Constable by Constable Celestino Avila Jr, Constable Pct.1 in accordance with Texas Local Goverment Code Section 86.011.

BACKGROUND

John Paul Sauceda - Slot #007

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-291-001-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

No Budgetary Impact. Funds have already been budgeted within slot no. 0007.

Attachments

LGC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 11:28 AM
Human Resources	Nereida Garza	02/01/2013 02:44 PM
Budget & Management	Obdett Calzada	02/01/2013 03:37 PM
Sylvia Solis	Sylvia Solis	02/01/2013 04:01 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Joe Espinoza Started On: 02/01/2013 09:00 AM

Final Approval Date: 02/01/2013

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The

commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-36421 **Constables 9. B.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: CONSTABLE EDDIE GUERRA **Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4 (1100):
Pursuant to the Hidalgo County Fuel Policy, requesting approval to reimburse Chief Deputy, Joel Rivera for the purchase of fuel in the amount of $148.80 for county vehicle unit #420, with authority for the County Treasurer's Office to issue payment/check after the Auditor's Office processing procedures are completed.

BACKGROUND

Requesting approval for fuel reimbursement of the fuel expenditures incurred by Chief Deputy, Joel Rivera in the amount totaling $148.80. Chief Rivera had to fuel his unit but the fuel card requested for his assigned unit had not yet arrived; therefore, he had to utilize his personal card to fuel his unit.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-294-001-0-626

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 1-17-13

Attachments

Affidavit&Receipts

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 10:29 AM
Ivan Cantu	Ivan Cantu	01/17/2013 02:41 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Nayla Munoz Started On: 01/16/2013 08:42 AM

Final Approval Date: 02/01/2013

PURCHASE AFFIDAVIT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, **Joel Rivera**, do hereby state that the items listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
DMV2297	1/3/2013	$73.30	El Tigre #11 8
TP48570598-001	1/11/2013	$75.50	Stripes 9131
	TOTAL	**$148.80**	

I, further state that I was authorized to make said purchases.

I, therefore request reimbursement of these invoices from Hidalgo County and that payment be made payable to me.

Chief Deputy
Title

Signature

BEFORE ME, **Nayla Muñoz**, the undersigned Notary Public appeared **Joel Rivera** on his oath deposed and stated that the forgoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He further stated that he requested payment of the same.

Signed on this 16th day of **January, 2013**.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

Notary Public, State of Texas

APPROVAL: Department Head

APPROVAL: County Auditor

Acct #3-1100-412-00-080-013-0-626 **Purchase Order #**

WELCOME

TP48570598-001
STRIPES 9131
4712 MILITARY HWY
MCALLEN TX 7850

DATE 01/11/13
TIME 4:26 PM
AUTH# 011992

VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 5232
RIVERA/JOEL

PUMP	PRODUCT	PPG
02	UNLD	$3.159

GALLONS	TOTAL
23.901	$75.50



THANK YOU
HAVE A NICE DAY

Mileage: 430

EXXON EXPRESS PAY

EL TIGRE #11 8, 4549440
4120 S. HWY 281
EDINBURG, TX

01/03/2013 06:14:20 FM 239548470

VISA XXXXXXX5232 VISA

INVOICE DMV2297
AUTH 003162

PUMP# 10
Regular 23.205G
PRICE/GAL 3.159

FUEL TOTAL $ 73.30

Subtotal = $ 73.30
Tax = $ 0.00

Total = $ 73.30

CREDIT
Credit $ 73.30

Our Diesel contains up to 5% Biodiesel.
Thank You!

AI-36721 **Sheriff's Office 10. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
1. Authorization and approval to accept an extension for the 2010 Operation Stonegarden Grant (New termination date is 4/30/13).
2. Authorization and approval for County Judge, as authorized official, to sign required documents.
3. Authorization to de-obligate remaining amounts in twelve (12) of the participating cities and three (3) of the Hidalgo County Constable Precincts (PCT. 2, PCT. 3, and PCT. 4) and transferring of amounts to the 2010 Operation Stonegarden Sheriff's Office, PCT. 3 and PCT. 4 grant budgets.

Alamo - $206.66	Pharr - $5,377.63
Alton - $14,509.52	San Juan - $3997.15
Donna - $16,162.10	Sullivan City - $7,812.82
Hidalgo - $5,074.66	Weslaco - $32,542.59
Mercedes - $3,506.71	Pct. #2 - $4,365.90
Mission - $3,163.98	Pct. #3 - $2,208.77
Palmview - $6,743.02	Pct. #4 - $148.41
Penitas - $120.59	

BACKGROUND

Grant number: 2010-SS-T0-0008 (Federal)

10-GA-48215-07 (SAA--State Administrative Agency)

Grant was awarded to the Hidalgo County Sheriff's Office, PCT. 2, PCT. 3, PCT. 4, and fourteen (14) city police departments: Alamo, Alton, Donna, Hidalgo, La Joya, Mercedes, Mission, Palmhurst, Palmview, Penitas, Pharr, San Juan, Sullivan City, and Weslaco.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-280-047-3-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds are available as of 1/30/13.
Pending 2012 Rollovers.

Attachments

GAN April Extension
Frag Order approval
BAs for reallovations rev

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/31/2013 04:14 PM
Budget & Management	Obdett Calzada	02/01/2013 10:41 AM
Manuel Chapa	Manuel Chapa	02/01/2013 03:31 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 01/31/2013 11:18 AM

Final Approval Date: 02/01/2013

Texas Department of Public Safety

2010 Grant Adjustment Notice

for

Hidalgo County

Date of Award: **January 28, 2013**

1. Sub-Recipient Name and Address	2. Prepared by: Saba, Sherry	3. Award Number: 10-GA 48215-07
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	2010-SS-T0-0008
	Date Federal Grant Awarded to TxDPS:	August 1, 2010
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067

$963,209.00

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM: Aug 1, 2010

TO: Apr 30, 2013

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	M. Pharr

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
Ramon Garcia Hidalgo County Judge	

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
EIN # 74-6000717	2/05/13

13. DUE DATE: February 14, 2013

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

December 3, 2012

To: Mark Silveira
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grants Programs Directorate, Grants

Thru: Andres Caballero
Unites States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Budget Amendment/Reallocation of 2010 OPSG Funds

Dear Chief Silveira:

The 2010 Operation Stonegarden performance grant period ended on October 31st of 2012. Total funding awarded to Hidalgo County was $963,209.00. These funds were shared with eighteen (18) local law enforcement agencies which were invited to participate in 2010 Operation Stonegarden.

Hidalgo County Sheriff's Office exhausted all the funds received, however some of the participating agencies had some difficulties exhausting their awarded funds. These outstanding uncommitted funds total **$111,559.33** as of November 29, 2012. We have attached an excel document listed as **Exhibit 1** providing the name of the agency and the respective unspent funds. The purpose of this request is to de-obligate and reallocate these uncommitted funds to the Hidalgo County Sheriff's Office and two Precinct Constable Offices for the continuation and support of achieving, sustaining the goals and objectives described in the collaborative Stonegarden Operation Plan.

We have submitted a NO COST one hundred twenty (120) day grant extension with the Texas Homeland Security Administrative Agency. If granted this extension will enable

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Hidalgo County Sheriff's Office to de-obligate the uncommitted funds from the participating law enforcement agencies and re-allocate the funds to Hidalgo County Sheriff's Office and Precinct Constable Offices.

Hidalgo County Sheriff's Office spending plan to exhaust these remaining funds is as follows (making reference to attached proposed budget listed as **Exhibit 2**):

Uncommitted combined funds categories:
Overtime and Fringe benefits is $68,837.59
Hidalgo County will deploy a total of six deputies daily working 10 hours shifts to conduct enhanced patrol in indentified problematic areas within the county.

Uncommitted funds:
Equipment $28,275.00
HCSO will purchase several equipment items which will be utilized during overt and covert operations. Five (5) 800/700 Digital Dual band radios @ $ 5,655 each - $28, 275.

This equipment will provide our patrol deputies an advantage to conduct overt and covert operations, utilizing the surveillance platform to record criminal activities within problematic areas and/or deter crime. The portable communication will provide adequate communication between federal and state partners and the ability to conduct night time operations and observe the criminal element movement while engaged in ground operations.

Hidalgo County Precinct Constable Offices spending plan to exhaust these remaining funds is as follows (making reference to proposed budgets listed as **Exhibit 3 & 4**):

Uncommitted funds:
Overtime and Fringe Benefits is $7,000.00
Hidalgo County Constable Precinct 3-- $2,000.00 (**Exhibit 3**)
Hidalgo County Constable Precinct 4-- $5,000.00 (**Exhibit 4**)

Your immediate attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,

Lieutenant Rafael Garza
Financial Services Bureau

EQUIPMENT (5-800/700 Digital Dual Band Radios [exhibit 2])	$28,275.00
MILEAGE (exhibit 2)	$7,492.50
TOTAL RE-ALLOCATED 2010 OPSG FUNDS	$111,504.52
TOTAL UNSPENT/UNCOMMITED	$55.81

This re-allocation of funds will supplement the line items needed for Hidalgo County to continue to support the McAllen and Weslaco Border Patrol Stations, as a force multiplier during Operation Stonegarden.

The Texas SAA has been advised and concurs with the proposed amendment to Hidalgo County's OPSG 2010 grant.

Attachments

2010 STONEGARDEN UNCOMMITTED FUNDS
AS OF 11/29/12 **EXHIBIT 1**

Hidalgo County

Grant No. 2010-SS-T0-0008

AGENCY	OVERTIME	FRINGE	EQUIPMENT	FUEL/MILEAGE	GRAND TOTAL
SHERIFF	0	2,980.69	404.07	0	3,384.76
DONNA	7,379.38	902.73	6,801.16	1078.83	16,162.10
HIDALGO	2,300.10	51.98	456.64	2,265.94	5,074.66
LA JOYA	0	0	0	0	-
PALMVIEW	6,743.02	0	0	0	6,743.02
ALTON	4,701.14	761.15	9,047.23		14,509.52
PHARR	315.72	2,169.41	2,892.50		5,377.63
MISSION	1,587.67	1,291.72	284.59	0	3,163.98
ALAMO	201.67	0		4.99	206.66
MERCEDES	2,840.01	249.43	319.3	97.97	3,506.71
PALMHURST	0	0	0	0	-
PENITAS	0	0	120.59	0	120.59
SAN JUAN	0	798.12	3,199.03	0	3,997.15
SULLIVAN CITY	0	0	7,812.82	0	7,812.82
WESLACO	25,875.68	6,666.91	0	0	32,542.59
CONST. PRT. 2	3,711.07	654.83			4,365.90
CONST. PRT. 3	1,745.60	766.65		1593.77	4,106.02
CONST. PRT. 4	0	485.22			485.22
TOTAL	57401.06	17,778.84	31337.93	5041.5	111,559.33

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Stonegarden 10 -CLOSEOUT PROJECTED BUDGET

2. APPLICANT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

3. ESTIMATED MONTHLY EXPENSES: December 15, 2012 - February 8, 2013

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of OT Hours per Person per Day	Number of Days	Salary	Total Fringe Benefits 19.26%	Health Ins.	Life Insurance 0.86%	Total Salary & Fringe
Patrol Deputy	5	$22.95	$34.43	10	27	$46,673.75	$8,989.84	$0.00	$0.00	$55,424.59
Supervisor	1	$27.77	$41.66	10	27	$11,248.65	$2,166.14	$0.00	$0.00	$13,412.99
								Total Personnel Estimates		$68,837.58

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave Daily Miles	Number of Days	Total Mileage Costs	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	5	180	27	$0.555	$7,492.50
Equipment	5 portable radios w/accessories @ $5655 each				$28,275.00
Other Costs					
				Total Operational Cost Estimate	$35,767.50

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 2

5. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$68,837.58
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$35,767.50
Total Expenses	$104,605.08

Form A-4
(01/08) EXHIBIT 2

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Stonegarden 10 -CLOSEOUT PROJECTED BUDGET

2. APPLICANT NAME: HIDALGO COUNTY CONSTABLE PRECINCT 3

3. ESTIMATED MONTHLY EXPENSES: December 15, 2012 - February 8, 2013

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of OT Hours per Person per Day	Number of Days	Salary	Total Fringe Benefits 19.38%	Health Ins.	Life Insurance 0.09%	Total Salary & Fringe
Patrol Deputy	2	$22.90	$34.43	4	4	$1,181.60	$212.17	$0.00	$0.09	$1,313.77
Supervisor	1	$27.77	$41.66	4	3	$499.86	$96.27	$0.00	$0.00	$596.13
								Total Personnel Estimates		$1,909.90

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Area Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage					$0.00
Equipment					
Other Costs					
				Total Operational Cost Estimate	

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 2

5. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$1,909.90
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$0.00
Total Expenses	$1,909.90

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Stonegarden 10 -CLOSEOUT PROJECTED BUDGET

2. APPLICANT NAME: HIDALGO COUNTY CONSTABLE PRECINCT 4

3. ESTIMATED MONTHLY EXPENSES: **December 15, 2012 - February 8, 2013**

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	Total Fringe Benefits 18.26%	Health Ins.	Life Insurance 0.60%	Total Salary & Fringe
Patrol Deputy	1	$21.53	$32.30	4	15	$1,937.70	$373.29	$0.00	$0.00	$2,310.99
Supervisor	1	$24.29	$36.44	4	15	$2,186.10	$421.04	$0.00	$0.00	$2,607.14
								Total Personnel Estimates		$4,918.04

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Avg Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
								Total Travel & Per Diem Estimate		$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage					
Equipment					
Other Costs					
				Total Operational Cost Estimate:	

FILL IN SHADED FIELDS ONLY

*NOTE: Estimate either for fuel or mileage, not both.

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 2

5. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$4,918.04
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$0.00
Total Expenses	$4,918.04

Form A-4 EXHIBIT 4
(01/08)

4400 South Expressway 281
Edinburg, TX 78542-2621

U.S. Customs and Border Protection

MCA 10/5

December 10, 2012

MEMORANDUM FOR: Thomas W. Rudd
Patrol Agent in Charge
RGV Office of Intelligence

FROM: Andres Caballero
Supervisory Border Patrol Agent
RGV Office of Intelligence

SUBJECT: Operation Stonegarden (OPSG) 2010 Grant
Hidalgo County, Texas

Attached for your review and consideration is a letter from the Hidalgo County Sheriff's Office requesting a re-allocation of 2010 OPSG funds.

The Texas State Agency Administrator (SAA) has granted Hidalgo County an extension until February 28, 2013 to close out their 2010 OPSG grant. The Hidalgo County Sheriff's Office has exhausted their awarded funds, but some of the grant sub-recipients have not. Therefore, Hidalgo County will de-obligate and re-allocate the sub-recipient's unspent funds to the Sheriff and Constable Precinct 3 and 4 offices, in order to close out the 2010 grant.

Hidalgo County will de-obligate the funds from the categories listed below: (exhibit 1)

OVERTIME (from 11 recipients)	$57,401.06
FRINGE BENFITS (from 12 recipients)	$17,778.84
EQUIPMENT (from 10 recipients)	$31,337.03
FUEL/ MILEAGE (from 5 recipients)	$5,041.50
TOTAL UNSPENT 2010 OPSG FUNDS	$111,559.33

Hidalgo County will re-allocate the unspent funds into the following categories:

OVERTIME/ FRINGE BENEFITS	$75,737.02
Hidalgo County Sheriff (exhibit 2)	$68,837.59
Constable Precinct 3 (exhibit 3)	$1,981.39
Constable Precinct 4 (exhibit 4)	$4,918.04

4400 South Expressway 281
Edinburg, TX 78542-2621

U.S. Customs and Border Protection

MCA 10/5

December 10, 2012

MEMORANDUM FOR: Rosendo Hinojosa
Chief Patrol Agent
Rio Grande Valley Sector

FROM: Thomas W. Rudd
Patrol Agent in Charge
RGV Office of Intelligence

SUBJECT: Operation Stonegarden (OPSG) 2010 Grant
Hidalgo County, Texas

Forwarded for your review and consideration is a request for the re-allocation of Operation Stonegarden funds submitted by the Hidalgo County Sheriff's Office.

The re-allocation of funds falls within the guidelines of allowable costs as defined in the Homeland Security Grant Program Guidance and Application Kit.

Attachments

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

January 28, 2013

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced FRAG Operations Order is approved:

Operations Order No: 11-MCAMCA-07-001 Version 2
Fiscal Year: 2010
Amount Approved: $111,504.52
Operations Order Dates: 8/1/2010 to 7/31/2013
Recipient: Hidalgo County

Expenditures from the FRAG Operations Order that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) include: overtime and fringe costs, mileage and equipment costs. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nation's borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9989.

Sincerely,

Aimee Mautone
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--Alamo

ACCOUNT NUMBER: 3-1284-421-00-280-070-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-070-3-131	Stonegarden Alamo--Overtime	(201.67)
3-1284-421-00-280-070-3-581	Stonegarden Alamo--Travel in county	(4.99)
3-1284-331-12-280-070-3-000	Stonegarden Alamo--Revenues	(206.66)
3-1284-421-00-280-047-3-748	Operation Stonegarden--Other equipment	206.66
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	206.66

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2010 Operation Stonegarden City of Alamo grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--Alton

ACCOUNT NUMBER: 3-1284-421-00-280-052-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-052-3-131	Stonegarden Alton--Overtime	(4,701.14)
3-1284-421-00-280-052-3-220	Stonegarden Alton--FICA	(68.20)
3-1284-421-00-280-052-3-230	Stonegarden Alton--Retirement	(428.27)
3-1284-421-00-280-052-3-250	Stonegarden Alton--Unemployment Comp.	(37.61)
3-1284-421-00-280-052-3-260	Stonegarden Alton--Worker's Comp.	(227.07)
3-1284-421-00-280-052-3-841	Stonegarden Alton--Aid to Gov't Agency	(9,047.23)
3-1284-331-12-280-052-3-000	Stonegarden Alton--Revenues	(14,509.52)
3-1284-421-00-280-047-3-131	Operation Stonegarden--Overtime Pay	14,509.52
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	14,509.52

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2010 Operation Stonegarden City of Alton grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--Donna

ACCOUNT NUMBER: 3-1284-421-00-280-048-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-048-3-131	Stonegarden Donna--Overtime	(7,379.38)
3-1284-421-00-280-048-3-220	Stonegarden Donna-- FICA	(564.60)
3-1284-421-00-280-048-3-260	Stonegarden Donna-- Woker's Comp.	(338.13)
3-1284-421-00-280-048-3-626	Stonegarden Donna--Gasoline/Diesel	(1,078.83)
3-1284-421-00-280-048-3-841	Stonegarden Donna--Aid to Govt. Agency	(6,801.16)
3-1284-331-12-280-048-3-000	Stonegarden Donna -- Revenues	(16,162.10)
3-1284-421-00-280-047-3-131	Operation Stonegarden--Overtime Pay	16,162.10
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	16,162.10

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2010 Operation Stonegarden City of Donna grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--Hidalgo

ACCOUNT NUMBER: 3-1284-421-00-280-049-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-049-3-131	Stonegarden Hidalgo--Overtime	(2,300.10)
3-1284-421-00-280-049-3-220	Stonegarden Hidalgo--FICA	(51.98)
3-1284-421-00-280-049-3-581	Stonegarden Hidalgo--Travel in County	(2,265.94)
3-1284-421-00-280-049-3-841	Stonegarden Hidalgo--Aid to Gov't Agency	(456.64)
3-1284-331-12-280-049-3-000	Stonegarden Hidalgo--Revenues	(5,074.66)
3-1284-421-00-280-047-3-748	Operation Stonegarden--Other equipment	5,074.66
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	5,074.66

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2010 Operation Stonegarden City of Hidalgo grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--Mercedes

ACCOUNT NUMBER: 3-1284-421-00-280-072-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-072-3-131	Stonegarden Mercedes--Overtime	(2,840.01)
3-1284-421-00-280-072-3-220	Stonegarden Mercedes--FICA	(217.26)
3-1284-421-00-280-072-3-230	Stonegarden Mercedes--Retirement	(32.17)
3-1284-421-00-280-072-3-581	Stonegarden Mercedes--Travel in County	(97.97)
3-1284-421-00-280-072-3-841	Stonegarden Mercedes--Aid to Gov't Agency	(319.30)
3-1284-331-12-280-072-3-000	Stonegarden Mercedes--Revenues	(3,506.71)
3-1284-421-00-280-047-3-748	Operation Stonegarden--Other equipment	3,506.71
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	3,506.71

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2010 Operation Stonegarden City of Mercedes grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--Mission

ACCOUNT NUMBER: 3-1284-421-00-280-054-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-054-3-131	Stonegarden Mission--Overtime	(1,587.67)
3-1284-421-00-280-054-3-220	Stonegarden Mission--FICA	(121.49)
3-1284-421-00-280-054-3-230	Stonegarden Mission--Retirement	(689.71)
3-1284-421-00-280-054-3-260	Stonegarden Mission--Worker's Comp.	(480.52)
3-1284-421-00-280-054-3-841	Stonegarden Mission--Aid to Gov't Agency	(284.59)
3-1284-331-12-280-054-3-000	Stonegarden Mission--Revenues	(3,163.98)
3-1284-421-00-280-047-3-131	Operation Stonegarden--Overtime Pay	2,879.39
3-1284-421-00-280-047-3-748	Operation Stonegarden--Other equipment	284.59
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	3,163.98

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2010 Operation Stonegarden City of Mission grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--Palmview

ACCOUNT NUMBER: 3-1284-421-00-280-051-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-051-3-131	Stonegarden Palmview--Overtime	(6,743.02)
3-1284-331-12-280-051-3-000	Stonegarden Palmview--Revenues	(6,743.02)
3-1284-421-00-280-047-3-131	Operation Stonegarden--Overtime Pay	6,743.02
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	6,743.02

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2010 Operation Stonegarden City of Palmview grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--Penitas

ACCOUNT NUMBER: 3-1284-421-00-280-074-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-074-3-841	Stonegarden Penitas--Aid to Gov't Agency	(120.59)
3-1284-331-12-280-074-3-000	Stonegarden Penitas--Revenues	(120.59)
3-1284-421-00-280-047-3-748	Operation Stonegarden--Other equipment	120.59
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	120.59

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2010 Operation Stonegarden City of Penitas grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--Pharr

ACCOUNT NUMBER: 3-1284-421-00-280-053-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-053-3-131	Stonegarden Pharr--Overtime	(315.72)
3-1284-421-00-280-053-3-220	Stonegarden Pharr--FICA	(24.15)
3-1284-421-00-280-053-3-230	Stonegarden Pharr--Retirement	(709.49)
3-1284-421-00-280-053-3-250	Stonegarden Pharr--Unemployment Comp.	(864.86)
3-1284-421-00-280-053-3-260	Stonegarden Pharr--Worker's Comp.	(570.91)
3-1284-421-00-280-053-3-841	Stonegarden Pharr--Aid to Gov't Agency	(2,892.50)
3-1284-331-12-280-053-3-000	Stonegarden Pharr--Revenues	(5,377.63)
3-1284-421-00-280-047-3-131	Operation Stonegarden--Overtime Pay	5,377.63
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	5,377.63

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2010 Operation Stonegarden City of Pharr grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--San Juan

ACCOUNT NUMBER: 3-1284-421-00-280-076-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-076-3-220	Stonegarden San Juan--FICA	(65.32)
3-1284-421-00-280-076-3-230	Stonegarden San Juan--Retirement	(333.46)
3-1284-421-00-280-076-3-250	Stonegarden San Juan--Unemployment comp.	(290.94)
3-1284-421-00-280-076-3-260	Stonegarden San Juan--Worker's Comp.	(108.40)
3-1284-421-00-280-076-3-432	Stonegarden San Juan--Equip & Veh R&M Srv	(700.00)
3-1284-421-00-280-076-3-841	Stonegarden San Juan--Aid to Gov't Agency	(2,499.03)
3-1284-331-12-280-076-3-000	Stonegarden San Juan--Revenues	(3,997.15)
3-1284-421-00-280-047-3-748	Operation Stonegarden--Other equipment	3,997.15
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	3,997.15

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2010 Operation Stonegarden City of San Juan grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--Sullivan City

ACCOUNT NUMBER: 3-1284-421-00-280-077-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-077-3-841	Stonegarden Sullivan City--Aid to Govt Agen.	(7,812.82)
3-1284-331-12-280-077-3-000	Stonegarden Sullivan City--Revenues	(7,812.82)
3-1284-421-00-280-047-3-131	Operation Stonegarden--Overtime Pay	7,812.82
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	7,812.82

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2010 Operation Stonegarden City of Sullivan City grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--Weslaco

ACCOUNT NUMBER: 3-1284-421-00-280-078-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-078-3-131	Stonegarden Weslaco--Overtime	(25,875.68)
3-1284-421-00-280-078-3-220	Stonegarden Weslaco--FICA	(1,979.48)
3-1284-421-00-280-078-3-230	Stonegarden Weslaco--Retirement	(2,298.61)
3-1284-421-00-280-078-3-250	Stonegarden Weslaco--Unemployment Comp.	(962.00)
3-1284-421-00-280-078-3-260	Stonegarden Weslaco--Worker's Comp.	(1,426.82)
3-1284-331-12-280-078-3-000	Stonegarden Weslaco--Revenues	(32,542.59)
3-1284-421-00-280-047-3-131	Operation Stonegarden--Overtime	2,384.16
3-1284-421-00-280-047-3-220	Operation Stonegarden--FICA	4,255.44
3-1284-421-00-280-047-3-230	Operation Stonegarden--Retirement	3,136.27
3-1284-421-00-280-047-3-250	Operation Stonegarden--Unemployment Comp.	288.59
3-1284-421-00-280-047-3-260	Operation Stonegarden--Worker's Comp.	455.99
3-1284-421-00-280-047-3-581	Operation Stonegarden--Travel in County	6,937.50
3-1284-421-00-280-047-3-748	Operation Stonegarden--Other equipment	15,084.64
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	32,542.59

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2010 Operation Stonegarden City of Weslaco grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--PCT. 2

ACCOUNT NUMBER: 3-1284-421-00-292-047-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-292-047-3-131	Stonegarden PCT. 2--Overtime	(3,711.07)
3-1284-421-00-292-047-3-220	Stonegarden PCT. 2--FICA	(290.26)
3-1284-421-00-292-047-3-230	Stonegarden PCT. 2--Retirement	(346.01)
3-1284-421-00-292-047-3-250	Stonegarden PCT. 2--Unemployment Comp.	(18.56)
3-1284-331-12-292-047-3-000	Stonegarden PCT. 2--Revenues	(4,365.90)
3-1284-421-00-280-047-3-131	Operation Stonegarden--Overtime	1,851.96
3-1284-421-00-294-047-3-131	Stonegarden PCT. 4--Overtime	2,088.68
3-1284-421-00-294-047-3-220	Stonegarden PCT. 4--FICA	116.96
3-1284-421-00-294-047-3-230	Stonegarden PCT. 4--Retirement	308.30
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	1,851.96
3-1284-331-12-294-047-3-000	Stonegarden PCT. 4--Revenues	2,513.94

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2010 Operation Stonegarden PCT. 2 grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--PCT. 3

ACCOUNT NUMBER: 3-1284-421-00-293-047-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-293-047-3-131	Stonegarden PCT. 3--Overtime	(144.14)
3-1284-421-00-293-047-3-220	Stonegarden PCT. 3--FICA	(188.43)
3-1284-421-00-293-047-3-230	Stonegarden PCT. 3--Retirement	(125.33)
3-1284-421-00-293-047-3-250	Stonegarden PCT. 3--Unemployment Comp.	(157.10)
3-1284-421-00-293-047-3-581	Stonegarden PCT. 3--Travel in County	(1,593.77)
3-1284-331-12-293-047-3-000	Stonegarden PCT. 3--Revenues	(2,208.77)
3-1284-421-00-294-047-3-131	Stonegarden PCT. 4--Overtime	2,035.12
3-1284-421-00-294-047-3-260	Stonegarden PCT.4--Workman's Comp.	32.58
3-1284-421-00-293-047-3-260	Stonegarden PCT. 3--Workman's Comp.	12.65
3-1284-421-00-280-047-3-581	Operation Stonegarden--In-County Travel	128.42
3-1284-331-12-293-047-3-000	Stonegarden PCT. 3--Revenues	12.65
3-1284-331-12-294-047-3-000	Stonegarden PCT. 4--Revenues	2,067.70
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	128.42

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2010 Operation Stonegarden PCT. 3 grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 30, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2010--PCT. 4

ACCOUNT NUMBER: 3-1284-421-00-293-047-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-294-047-3-250	Stonegarden PCT. 4--Unemployment Comp.	(148.81)
3-1284-331-12-294-047-3-000	Stonegarden PCT. 4--Revenues	(148.81)
3-1284-421-00-280-047-3-581	Operation Stonegarden--In-County travel	148.81
3-1284-331-12-280-047-3-000	Operation Stonegarden--Revenues	148.81

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2010 Operation Stonegarden PCT. 4 grant budget and transfer amounts to the 2010 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36559 **Sheriff's Office 10. B.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to authorize for the Hidalgo County Sheriff's Office to continue participation in the Texas 1033
Surplus Property Program.
2. Authorization for the County Judge, as authorized official, to sign the required documents.

BACKGROUND

The program provides the opportunity to request the transfer of property from the Department of Defense (pursuant to 10 U.S.C., Subsection 2576a).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal/budgetary impact.

Attachments

application.doc.

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/22/2013 12:52 PM
Budget & Management	Obdett Calzada	01/22/2013 01:20 PM
Manuel Chapa	Manuel Chapa	01/25/2013 11:44 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Emilia Uriegas Started On: 01/22/2013 12:24 PM

Final Approval Date: 02/01/2013

TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER

TO: Texas Department of Public Safety
ATTN: Texas 1033 Program
5805 N. Lamar Blvd.
BLDG G
Austin, TX 78752

AGENCY: Hidalgo County Sheriff's Office

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.

2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.

3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property may result in the redistribution of the property to another agency.

4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program, including instances in which property is no longer serviceable for law enforcement use.

5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Additionally, assigned aircraft or weapons cannot be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible civil or criminal prosecution.

6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.

7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

Guadalupe "Lupe" Treviño

AGENCY CHIEF EXECUTIVE OFFICIAL[1]:

Signature

1-17-13
Date

Guadalupe "Lupe" Treviño, Sheriff
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Ramon Garcia, County Judge
Name / Title

[1] Agency Chief Executive Official — Chief of Police or County Sheriff

[2] Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: Hidalgo County Sheriff's Office Edinburg/Hidalgo , Texas
City / County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas, or the Texas Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety assumes any liability for damages or injuries to any person or property arising from the use the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising from its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Department of Public Safety make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco, and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinator's Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL[1]:

Signature

1-17-13
Date

Guadalupe "Lupe" Treviño, Sheriff
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Ramon Garcia, County Judge
Name / Title

* The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machinegun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading, by a single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

[1] Agency Chief Executive Official — Chief of Police or County Sheriff

[2] Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

LAW ENFORCEMENT AGENCY (LEA)
APPLICATION FOR PARTICIPATION

*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW ○ UPDATE ◉ SCREENER ID (Update Only): _____

AGENCY: Hidalgo County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 711 El Cibolo road

MAILING ADDRESS (If different than above): _____

CITY: Edinburg STATE: Texas

ZIP: 78542 EMAIL: richard.ozuna@hidalgoso.org

PHONE: 956-383-8114 FAX: 956-393-6021

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 271 PART-TIME: 0 RESERVE: 83

SCREENER(S) POC: MUST HAVE AT LEAST ONE

***MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup**

SCREENER/MAIN POC: Lt. Richard Ozuna/richard.ozuna@hidalgoso.org

SCREENER/POC #2: Captain Gilbert Reyna/gilbert.reyna@hidalgoso.org

SCREENER/POC #3: Senior Deputy Fred Perez/fred.perez@hidalgoso.org

SCREENER/POC #4: Senior Deputy Ricardo Garcia/ricardo.garcia@hidalgoso.org

WEAPON POC (Optional): Senior Deputy Fred Perez/fred.perez@hidalgoso.org

AIRCRAFT POC (Optional): _____

INVENTORY CHECK

Does the Agency currently have any equipment from the 1208/1033 Program? YES ◉ NO ○

WEAPONS: YES ◉ NO ○ AIRCRAFT: YES ○ NO ◉ WATERCRAFT: YES ○ NO ◉

TACTICAL VEHICLES: YES ○ NO ◉ OTHER CONTROLLED PROPERTY: YES ○ NO ◉ DEMIL A (LESS THAN A YEAR OLD): YES ◉ NO ○

***By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.**

***Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.**

CHIEF EXECUTIVE OFFICIAL/: HEAD OF LOCAL AGENCY

Guadalupe "Lupe" Treviño DATE: 1-17-13

PRINTED NAME

SIGNATURE

STATE COORDINATOR: (NOT REQUIRED FOR FEDERAL)

Skylor Hearn DATE: _____

PRINTED NAME

SIGNATURE

TEXAS 1033 SURPLUS PROPERTY PROGRAM
SUPPLEMENTAL DATA SHEET

Date: _____

Agency: Hidalgo County Sheriff's Office

Phone: (956) 383-8114 **Alternate Phone:** (956) 393-6022

Fax: (956) 393-6021

Website (if applicable): _____

Screener #1: Lt. Richard Ozuna/richard.ozuna@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Screener #2: Captain Gilbert Reyna/gilbert.reyna@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Screener #3: Senior Deputy Fred Perez/fred.perez@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Screener #4: Senior Deputy Ricardo Garcia/ricardo.garcia@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Senior Deputy Fred Perez/fred.perez@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL[1]

Signature: _____

Name: Guadalupe "Lupe" Treviño

Title: Sheriff

Email: sheriff.trevino@hidalgoso.org

AUTHORIZED OFFICIAL[2]

Signature: _____

Name: Ramon Garcia

Title: County Judge

Email: ramon.garcia@co.hidalgo.tx.us

[1] Agency Chief Executive Official – Chief of Police or County Sheriff.

[2] Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

Clear

STATE OF TEXAS 1033 PROGRAM
PLANS, POLICIES AND PROCEDURES

PURPOSE:

The purpose of this document is to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to 10 U.S.C. §2576a and to promote the efficient and expeditious transfer of the property.

AUTHORITY:

The Secretary of Defense is authorized by 10 U.S.C. §2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counterdrug/counterterrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA).

STAFFING AND FACILITIES:

By authority of the State Governor, the Assistant Director over the Law Enforcement Support Division of the Texas Department of Public Safety is the Texas 1033 Program State Coordinator. The State Coordinator appoints the State Points of Contact (SPOCs) to administer the daily operation of the 1033 Program.

TERMS AND CONDITIONS:

- **Law Enforcement Agency (LEA) Eligibility Criteria:** Must be a "law enforcement activity" whose primary function is enforcement of applicable Federal, State and local laws as defined by the DLA regulation (this is referring to DLA Directive (DLAD) 4160.10 which will be superseded by the One Book) and whose compensated officers have powers of arrest and apprehension.

- **How to Enroll in the State 1033 Program:** LEA must request enrollment via their State Coordinator. LEAs must provide a completed application packet to their State Coordinator. NOTE: Upon request of the Law Enforcement Support Office (LESO), a mission statement will need to be provided along with the datasheet. If the enrollment request is approved by the State Coordinator, it will be forwarded to the LESO. If approved by LESO, the State Coordinator will be contacted and provided with a LEA screener's authorization memo (Authorization Letter for Property Screening and Receiving). Once enrolled, the LEA must acknowledge receipt of the memorandum of understanding (MOU) with the State Coordinator agreeing to the terms and conditions of the 1033 Program. As soon as an agency is properly enrolled, automations screening may be conducted through the Defense Reutilization and Marketing Office (DRMO) website. The State Coordinator's office must provide the LEA with their login identification number for this application.

- **LEA Screener Criteria:** Must be full-time and/or part-time, sworn and/or non-sworn officers assigned to the LEA performing this duty. LEAs are allowed a maximum of four (4) screeners

per agency. A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

- **Identification/Acquisition/Transportation of Property:** LEAs find needed property electronically through the Defense Reutilization and Marketing Service (DRMS) website: www.drms.dla.mil or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit a manual or electronic DRMS Form 103 to the State Coordinator. The State Coordinator approves/disapproves the request. If approved, it is sent to the LESO. If approved it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) or a manual DD Form 1348 is sent to the State Coordinator. It is the responsibility of the State/LEA to transport requested property from the DRMOs to their location. DLA will not fund the transportation cost.

- **Storage of Property:** Unless the State is authorized as a distribution center, it will be the gaining LEA responsibility to store property received through the 1033 Program. Distribution centers should only hold property for their specific customers not more than 90 days. After that date, disposition should be requested, in writing, from the LESO, via their State Coordinator.

- **Distribution of Property:** LESO will approve property request in the following priority: counterdrug/counterterrorism and then any other law enforcement activities.

- **Security of Property:** It is the responsibility of the gaining State/LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, this information must be forwarded to the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.

- **Accountability of Property:** Each LEA and the State must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

- **Establish Inactive File:** As of October 1, 2003, the LESO will institute a five (5) year file retention policy. This policy will state that LESO will maintain active files for two (2) years and inactive files for three (3) years. After five years, the files are destroyed with the exception of DEMIL code B through Q, sensitive items and $20,000 or more high dollar items.

- **Utilization of Property:** Property received through the 1033 Program must be placed into use within one (1) year of receipt and utilized for a minimum of one (1) year, unless the condition renders it unusable. If property is not placed in use within one (1) year of receipt, it must be

transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the applicable State Coordinator and LESO.

- **State Compliance Reviews:** The State Points of Contact will inspect *at a minimum* 10% of the active agencies to ensure property accountability and proper use of equipment. All law enforcement agencies maintaining sensitive property will submit a written accountability statement detailing property type and serial numbers on the anniversary date of their Authorization Letter for the program.

- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through their State Coordinator. The State Coordinator will request final approval from the LESO. Property may be transferred within the State or between States as long as it is properly coordinated with the State Coordinator and LESO. If approved a "LESO transfer approval memo" will be sent to the State Coordinator. For more information regarding these items, view the following links:

  Defense Demilitarization and Trade Security Controls (TSC) Program
  www.demil.osd.mil

  Military Critical Technologies List
  www.dtic.mil/mctl

  Critical Federal Supply Class (FSC) and Buzz words
  www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf

  Flight Safety Critical Aircraft Parts (FSCAP)
  www.drms.dla.mil/drms/internal/demil/FSCAP.pdf

- **Disposal of Property:** LEAs must request approval, in writing, from their State Coordinator before any 1033 property is disposed. The State Coordinator will request final approval from the LESO. If approved a "LESO disposal approval memo" will be sent to the State Coordinator. Only DEMIL codes A, B and Q may be approved for disposal. Items with DEMIL codes of C, D, E, F, G and P must be transferred to an authorized agency or must be returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA.

  - **DEMIL code A:** does not require demilitarization and may be disposed after obtaining State Coordinator and LESO approval.

  - **DEMIL code B:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with TSC (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

  - **DEMIL code Q:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with Commerce Control List Items (CCLI) disposition requirements (see DOD 4160.21-M, Defense Material Disposition

Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

- Specific Requirements for disposal of Munitions Lists Items (MLI)/CCLI (DEMIL codes B and Q) excerpt from DOD 4160.21-M:
  - Before disposing of MLI/CCLI property, Federal and State agencies must consider the export control requirements as promulgated by the Department of State, Department of Commerce and the Treasury Department, as applicable. Disposal methods shall ensure that appropriate safeguard requirements are in place prior to disposal. These will include, but are not limited to:
    - Notification of export control requirements to the end-user;
    - Exclusion of individuals, entities or countries who are excluded from Federal programs by the General Services Administration (GSA);
    - Exclusion if delinquent on obligations to the U.S. Government or are debarred or suspended from DOD contracts;
    - Exclusion if currently suspended for TSC violations;
    - Exclusion if subject to denial, debarment or other sanctions under public law.

- **DEMIL codes C, D, E, F, G and P:** require demilitarization and must be returned to a DRMO. The State Coordinator must obtain the LESOs approval for equipment returns.
  - LESO will provide turn-in documentation (DD Form 1348-1A). With few exceptions, the State/LEA will be asked to coordinate the turn-in with a local DRMO. The State/LEA informs LESO which DRMO has agreed to accept the turn-in. LESO will then provide turn-in documentation to the accepting DRMO. Upon receipt of the turn-in documentation, the LEA must return the property to the specified DRMO. The DRMO personnel receiving the materials will sign the turn-in document and give the LEA a copy of the signed receipt paperwork. This receipt paperwork must be maintained in the LEA's files and a copy of the receipt must be forwarded to the State Coordinator for their files. (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII for DEMIL rules).

- **Training:** The State Coordinator, State Points of Contact and LEAs should be trained/familiar with guidance on the following websites:

  ABCs of DEMIL
  www.hr.dla.mil/dtc/coursecatalog/PD/abcdmil.htm (knowledge of demilitarization codes)

  DLA Operations
  www.dla.mil (DLA handbook)

  LESO Operations
  www.dla.mil/j-3/leso (1033 Program/Automation training guides)

  DRMS Operations
  www.drms.dla.mil (automation requisitioning process/procedures)

THE STATE WILL:

a. Receive applications for participation in this program from its law enforcement activities and validate with signature, their law enforcement mission prior to forwarding to LESO for approval as an authorized LEA. Once the approval process is completed and the agency is loaded in the DRMS automated requisitioning system, provide enrolled LEAs with their LEA ID number so they may request materials on-line.

b. Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts. Assure the recipient LEA is identified on all requisitions.

c. Be responsible for the transfer and/or allocation of property to qualified LEAs.

d. Assure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

e. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statues and regulations for the program and this property.

f. Enter into agreements with LEAs to assure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

g. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons point of contact (POC) fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

h. Assure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

i. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. The State and each LEA must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to DLA, LESO not later than seven (7) working days after it is discovered. The State Coordinator must provide a weapon POC on all LEA data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. Maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles issued to State/LEA.

j. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

k. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). Assist LEAs by providing information, as required, for audit submission. Assist LEAs by identifying which property oversight agency the audit information must be submitted to.

l. Review and update State Plan of Operation annually (calendar year) or when the Governor-appointed State Coordinator changes or Governor changes. If there are no changes to the State Plan of Operation send a signed letter/email to the LESO indicating that the plan has been reviewed and no changes were necessary.

m. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the State Plan of Operation or MOU.

n. Conduct periodic reviews of each LEA enrolled in the program, to include physical inventory/spot checks, of property received and any related records. Additionally, ensure LEAs are in compliance with applicable Memorandum of Agreement (MOA)/MOU and/or the State Plan of Operation. These reviews must be documented and maintained by the State Coordinator for future LESO compliance reviews.

o. Obtain reconciliation reports from the LESO website and conduct monthly reconciliations on all items received and annual reconciliations for high dollar items (items valued over $20,000) and Demil B-Q items between the State/LEA and LESO.

p. Ensure serial/tail numbers are provided to LESO on items such as peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.

q. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

r. Submit requests for property returns (turn-ins to a DRMO) to LESO. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

s. Submit disposal, transfer and inventory adjustment requests to LESO.

t. Contact the LESO in writing not later than 30 calendar days prior, to a State Coordinator change.

u. All property transfers will cease if no current Governor's letter is on file; the State has not signed the MOA with DLA; the State Coordinator or POC does not validate all property requests and there is no State Plan of Operation on file.

THE LAW ENFORCEMENT AGENCY WILL:

a. Submit applications for participation in this program to the State Coordinator for approval. Upon request from the State Coordinator or LESO provide a mission statement.

b. Submit requests for property (electronically). Provide justification for all requisitions to the State Coordinator.

c. Agrees to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

d. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

f. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons POC fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. Appoint a Property Accountable Officer responsible for approving/disapproving all property requests and maintaining all records for property received that are accountable.

g. Assure that all environmentally regulated property handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

h. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. Recipients must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received.

i. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

j. LEAs enrolled in the State 1033 Program must maintain a copy of the State Plan of Operation or MOU.

k. LEAs must be aware of their responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7).

l. Conduct periodic reviews to include physical inventory/spot checks of actual property and related records. Ensure compliance with applicable MOA/MOU and/or the State Plan of Operation.

m. Obtain reconciliation reports from the State Coordinator and conduct monthly and annual reconciliations. Provide reconciliation results to the State Coordinator.

n. Ensure serial/tail numbers are provided to the State Coordinator on items such as peacekeepers/APCs, aircraft, NVGs/sights and weapons.

o. Conduct inventory reconciliations and provide inventory reconciliation results electronically to the State Coordinator within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.

r. Contact the State Coordinator, in writing, not later than 30 days prior, when property accountable officer changes.

TERMINATION CRITERIA: An LEA may be terminated from the program *either temporarily or permanently* by the State Coordinator for failure to comply with any policy governing the program. A termination notice will be provided via certified mail from the State Coordinator's office.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

_____

Skylor Hearn
Assistant Director
Texas Department of Public Safety
Texas 1033 State Coordinator

AGENCY NAME:

AGENCY CHIEF EXECUTIVE OFFICIAL:



Signature

Guadalupe "Lupe" Treviño, Sheriff

Name / Title

_____

Date

AI-36557 **Adult Probation 12. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Rodolfo Perez, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

1. Veterans Treatment Court Grant:
a. Approval to apply for a continuation of the Veterans Treatment Court Grant through Office of the Governor (Criminal Justice Division)
b. Approval of resolution to be designated the authorized official for the grant

2. DWI Court:
a. Approval to apply for the continuation of the DWI Court Grant through the Office of the Governor (Criminal Justice Division)
b. Approval of resolution to be designated the authorized official for the grant

3. Re-Entry Court Grant:
a. Approval to apply for a Re Entry Court Grant through the Office of the Governor (Criminal Justice Division)
b. Approval of resolution to be designated the authorized official for the grant

4. Intake Unit Grant:
a. Approval to apply for an Intake Unit Grant through the Office of the Governor (Criminal Justice Division)
b. Approval of resolution to be designated the authorized official for the grant

BACKGROUND

A. 1. Approval to apply for a continuation of the Veterans Treatment Court Grant through Office of the Governor (Criminal Justice Division)
2. Approval of resolution to be designated the authorized official for the grant

B. 1. Approval to apply for the continuation of the DWI Court Grant through the Office of the Governor (Criminal Justice Division)
2. Approval of resolution to be designated the authorized official for the grant

C. 1. Approval to apply for a Re Entry Court Grant through the Office of the Governor (Criminal Justice Division)
2. Approval of resolution to be designated the authorized official for the grant

D. 1. Approval to apply for an Intake Unit Grant through the Office of the Governor (Criminal Justice Division)
2. Approval of resolution to be designated the authorized official for the grant

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-12XX-423-00-320-XXX-X-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Agenda item relates to authority by CC to apply for several grants under the Adult Probation Dept, as stated in caption section. Please refer to attached 2012 expense report as of 1-24-13, pending year end grant carryovers.

Appropriation of funds will be presented to CC for approval, once award letters are received from grantor for the various grants as stated in caption section.

Attachments

Adult Prob. Exp. Report as of 1-24-13
DWI Court Resolution
Intake Grant Resolution
Re-Entry Grant Resolution
Veterans Court Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/22/2013 01:17 PM
Ivan Cantu	Ivan Cantu	01/24/2013 10:34 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Rodolfo Perez Started On: 01/22/2013 11:09 AM

Final Approval Date: 02/01/2013

Hidalgo County DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County DWI Court be operated for the 2014 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Rodolfo Perez, Assistant Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County DWI Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this 5th day of February, 2013

Grant Number: _____

Hidalgo County Intake Unit

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Intake Unit be operated for the 2014 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Rodolfo Perez, Assistant Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Intake Unit to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this 5th day of February, 2013

Grant Number: _____

Hidalgo County Re Entry Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Re Entry Court be operated for the 2014 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Rodolfo Perez, Assistant Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Re Entry Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this 5th day of February, 2013

Grant Number: _____

Hidalgo County Veterans Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Veteran's Court be operated for the 2014 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Rodolfo Perez, Assistant Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Veteran's Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this 5th day of February, 2013

Grant Number: _____

AI-36629 **Emergency Management 13. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Rey Salazar **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Texas Safe Shelter Initiative Grant (TSSI):
1. Approval to accept the Safe Shelter grant on behalf of La Joya Independent School District (ISD) in the amount of $2,400,000.00 with a 25% match of $600,000.00 to be provided by La Joya ISD; this grant was awarded by the Federal Emergency Management Administration (FEMA) through the State of Texas Division of Emergency Management (TDEM).

2. Requesting approval to accept the Memorandum of Agreement (MOU) between Hidalgo County and La Joya ISD.

BACKGROUND

Grantor POC - Michael Ku CFDA 97-039 Hazard Mitigation Grant Program (HMGP)

Project Number: DR-1791-331

The Hidalgo County funding request for the TSSI Safe Room project has been approved by FEMA and the State of Texas.

Period of Performance (POP) November 27,2012 thru November 27, 2014 (24 months to complete the safe room project)

The purpose of this grant is to build Community safe room/dome shelter as defined by the Safe Room Policy.
built and operated for the purpose of immediate life-safety protection during extreme wind hazards. Having a community safe room located nearby could prevent the evacuation of some of the citizens during a hurricane or tornado.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

email
MOU
Handbook
award letter

Fema Environmental
letter from La Joya ISD

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	02/01/2013 01:35 PM
Budget & Management	Obdett Calzada	02/01/2013 01:47 PM
Roland Garcia	Rolando Garcia	02/01/2013 04:44 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Manuel Chapa Started On: 01/24/2013 02:52 PM

Final Approval Date: 02/01/2013

Angela,

Please attach the email below to AI# 36629.

Thanks

Manuel Chapa

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>
Cc: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>, "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Friday, February 1, 2013 4:46:13 PM
Subject: RE: AI# 36629 - Legal review

Our office has reviewed and approved as to the form of the memorandum with La Joya ISD.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

****
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****

From: Manuel Chapa [mailto:manuel.chapa@co.hidalgo.tx.us]
Sent: Friday, February 01, 2013 4:39 PM
To: michael garza
Cc: Rey Salazar; Josephine Ramirez
Subject: Re: AI# 36629 - Legal review

Hi

It is the same attached to the Agenda.

Manuel Chapa

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>
Cc: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>, "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Friday, February 1, 2013 4:16:50 PM
Subject: RE: AI# 36629 - Legal review

Please send me a copy of the MOU that has the Auditor's changes.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

****
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****

From: Manuel Chapa [mailto:manuel.chapa@co.hidalgo.tx.us]
Sent: Friday, February 01, 2013 4:08 PM
To: Josephine Ramirez; michael garza
Cc: Rey Salazar
Subject: AI# 36629 - Legal review

Hi

Josie/Michael

Attached is a copy of the Agenda Item we prepared for next Tuesday CC agenda for:

- The acceptance of the Safe Shelter grant award
- And to accept the MOU between Hidalgo County and La Joya ISD.

Let us know if everything is ok.

FYI
The Auditor's Office strike out a few words from the MOU. We will request the Judge to initial, then we will forward it to La Joya ISD

Manuel Chapa
Planning Analyst
Strategic Planning Section
Hidalgo County Department of Budget & Management-Budget Division
2818 South Business Highway 281
Edinburg, TX 78539
(956) 292-7025 phone
(956) 292-7027 fax
manuel.chapa@co.hidalgo.tx.us

STATE OF TEXAS §
COUNTY OF HIDALGO §

MEMORANDUM OF AGREEMENT
BETWEEN THE LA JOYA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO, TEXAS

This Agreement is made and entered into on this the ___ day of _____, 2013, by and between the **LA JOYA INDEPENDENT SCHOOL DISTRICT,** (hereinafter referred to as "District") and the **COUNTY OF HIDALGO, a political subdivision of the State of Texas** (hereinafter referred to as "County"), for the purpose of applying for federal grant funds. County and District, sometimes hereinafter collectively referred to as the "Parties" agree as follows:

WITNESSETH:

WHEREAS, County has applied for a federal grant on behalf of District; the grant hereinafter referred to as "TSSI" (Texas Safe Shelter Initiative) or the "Grant" is awarded by the Federal Emergency Management Administration ("FEMA") through the State of Texas Division of Emergency Management ("TDEM"), of which funds are to be used for the construction of a ~~a~~ Community Safe Room to be incorporated into a new multipurpose facility as described below;

WHEREAS, the purpose and use of the Grant is to construct a saferoom/dome shelter (hereinafter "Facility") at Palmview High School, property owned by District, which can withstand 200 mile per hour winds and provide shelter to citizens of District and County with functional and/or special needs (hereinafter collectively referred to as the "Saferoom Project" or "Project");

WHEREAS, the Grant award represents 75% of the costs of construction for the Project and the remaining 25% of the funds or matching funds shall be provided by District;

WHEREAS, the Project has an estimated construction cost of $2.4 million and the County shall not be responsible for the costs or expenses related to the construction of the Project;

WHEREAS, the Grant requires County, as the Grant recipient, to comply with certain terms and conditions, and further requires District, as a sub-recipient accepting funding from the Grant through a subcontract or agreement, to also comply with certain provisions of the terms and conditions. As such, the Parties agree to further enter into an Interlocal Cooperation Agreement after receiving notice of the Grant award. The Interlocal Cooperation Agreement shall further identify the Parties obligations under the Grant; and

WHEREAS, County and District, in consideration of the mutual covenants expressed herein, agree as follows:

1. District promises to cover the 25% match and absolves the County of any financial obligation, construction, design, and maintenance fees, issues and responsibilities in connection with the construction of the Facility or Project. District further agrees to abide by all the State and Federal program requirements as outlined in the TSSI Program funded by and through FEMA.

2. The District will be responsible for managing the grant through their appointed personnel (hereinafter called "Manager"). The Manager will be required to compile and audit the following documentation (ensuring proper payment procedures) prior to submittal to the County ~~and TDEM~~:

    A. Copies of invoices paid on approved grant expenses

    B. Copies of canceled checks on approved grant expenses

C. The Manager will then have the District designated authority sign off on compiled documents (via a signed cover letter).

D. The District will then forward the copies of the Compiled & Audited documents (~~1 Copy to TDEM and 1 Copy~~ to the County). A copy of all correspondence submitted to TDEM will need to be retained by both Parties.

3. District agrees to conform to County's purchasing regulations, policies, and procedures with respect to their obligations for the Project under this Agreement and to meet all State and Federal Program Guidelines of the TSSI Program funded by and through FEMA and shall further require all Contractors and Sub-Contractors to meet such guidelines. This includes, but is not limited to, the FEMA P-361 Design and Construction Guidance for Community Safe Rooms.

4. District agrees to be responsible for 100% of any costs of the Project not covered by Grant funds.

5. County agrees to authorize District to enter into contracts with architects, engineers, contractors, and other service providers necessary for the Construction of the Project.

6. The District representative responsible for management of the Grant shall be Dr. A. Ocañas. The County contact for Grant management shall be the person designated by Hidalgo County's Office of Emergency Management.

7. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: La Joya Independent School District
Attention: Dr. Alda T. Benavides, Superintendent
201 East Expressway 83
La Joya, Texas 78560

If to County: County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, TX 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. **Assignment.** This Agreement shall not be assignable

14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or gender-neutral, and singular shall include the plural whenever and so often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

17. **Governmental Purpose.** Each party hereto is entering into this agreement for the

purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. This agreement becomes effective upon execution by both parties.

IN WITNESS HEREOF, the parties have signed this Memorandum of Agreement between the District and County on the date indicated below their signatures.

LA JOYA INDEPENDENT SCHOOL DISTRICT

BY: _____
Dr. Alda T. Benavides,
Superintendent of Schools

Date: 1/16/13

THE COUNTY OF HIDALGO, TEXAS

BY: _____
Ramon Garcia, Hidalgo County Judge

Date: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,
Rene Guerra

By: _____
Josephine Ramirez-Solis
Assistant District Attorney

STATE OF TEXAS



Texas Community Safe Room Program Handbook

Version 12.20.2012

Revisions in Version

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Part C. At-Risk Population Protected for the Safe Room……...P.7

Section 4. State Community Safe Room Policies and Guidelines.
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DRAFT

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DRAFT

TEXAS Community Safe Room Program Handbook

1. INTRODUCTION:

Every year, tornadoes, hurricanes, and other extreme windstorms cause numerous fatalities and injuries, and cost millions of dollars worth of property damage throughout the United States. Most businesses and public buildings, even new ones constructed according to current building codes, do not provide adequate protection for occupants seeking refuge from these events.

A Community Safe Room can provide "near-absolute protection" for many community members, when it is constructed in accordance with FEMA criteria.

The Texas Division of Emergency Management is taking the initiative to address this short coming by providing opportunities to help local jurisdictions build a community safe room for their citizens, including ones with Functional Needs (formerly known as Medical or Special Needs) through Hazard Mitigation Grant Program (HMGP) and/or Pre Disaster Mitigation (PDM) program funded by FEMA. Through HMGP funding, the State will reimburse communities up to 75% of the cost to construct a community safe room that may have an alternate use the community can also benefit from, such as a community center. Having a community safe room located nearby could prevent the evacuation of some of the citizens during a hurricane or tornado.

This handbook provides the necessary guidance for all Texas Safe Shelter Initiative and other HMGP and PDM funded community safe room projects.

2. Eligibility and Program Pre-requisites:

The following are eligible to apply for the Hazard Mitigation Grant Program:

> *State and local governments; Private nonprofit organizations that own or operate a private nonprofit facility as defined in 44CFR 206.221(e); Indian tribes or authorized tribal organizations and Alaska Native villages or organizations, but not Alaska native corporations with ownership vested in private individuals.*

In addition, to be eligible for the Hazard Mitigation Grant Program, the applicant must have an approved Hazard Mitigation Action Plan.
Entities not identified in the above categories can not apply for HMGP funding, but can benefit from the project as a co-applicant when sponsored by an eligible applicant as defined above.

3. Federal Guidelines and Standards:

For community safe rooms, the applicant and sub-applicant must comply with the following guidance:

1. Title 44, Code of Federal Regulation, Federal Emergency Management Administration.
2. Hazard Mitigation Assistance Unified guidance, dated June 1, 2010.

DRAFT

3. FEMA Mitigation Interim Policy MRR-2-09-1, *Hazard Mitigation Assistance for Safe Rooms,* dated April 30, 2009.
4. Implementation Guidance for FEMA Mitigation Interim Policy MRR-2-09-1, dated April 30, 2009.
5. FEMA 361, Design and Construction guidance for Community Safe Rooms.
6. FEMA 453 Design Guidance for Shelters and Safe Rooms.
7. International Construction Code ICC-500.

FEMA will consider an extreme wind event mitigation activity consisting of the retrofit or construction of a residential, nonresidential, or community safe room (single- or multi-use) to be an eligible project type for PDM and HMGP grant awards as follows:

- where it provides immediate life-safety protection in the target area of impact of a striking hurricane and/or tornado;
- where it is designed only to the extent it is necessary for the limited population that must remain in the impact strike area during a hurricane and/or tornado event, to the extent necessary for the limited time period that a hurricane and/or tornado event is occurring;
- where the mitigation measure is consistent with the identified risk to be mitigated;
- where the mitigation measure is not located in a flood hazard area where the flood waters have the potential to endanger occupants within the safe room;
- where the mitigation measure is constructed with criteria recognized by FEMA to afford near-absolute protection and verified by a licensed design professional;
- where allowable safe room project costs are directly related to and necessary for the hazard mitigation purpose of providing immediate life safety resulting from structural and building envelope protection to the limited population required to remain in the impact zone during an extreme wind event;
- where adequate operations and maintenance planning are demonstrated;
- where the mitigation measure is demonstrated to be cost-effective, and
- where other applicable PDM and HMGP program conditions are demonstrated, as shown in PDM and HMGP program-specific guidance.

A. Eligible Activities and Design Standards.

HMGP funds are not available for general population shelters, including evacuation or recovery shelters intended to provide longer-term services and housing for people leaving the anticipated impact area of an extreme wind event, or because their homes have been damaged or destroyed by extreme wind events, fire, disasters, or other catastrophes. Such general population shelters are not intended to sustain the extreme wind event and are not required to satisfy the higher design criteria of near-absolute protection consistent with hazard mitigation residential, non-residential, and community safe rooms as established in FEMA 361. In addition, the hazard mitigation time of protection for safe rooms is 2 hours for tornado events and 24 hours for hurricane events. These time periods also differentiate hazard mitigation event-only safe rooms from longer-term evacuation and recovery shelters.

HMGP funds may only be used for safe room projects designed to achieve "near absolute protection" as described in FEMA 361, *Design and Construction Guidance for Community Safe Rooms,* August 2008.

Eligible safe room activities are limited to:

- extreme wind (combined tornado and hurricane) residential, non-residential safe rooms; and
- extreme wind (combined tornado and hurricane) community safe rooms; and
- tornado community safe rooms; as well as
- hurricane community safe rooms.

FEMA will consider an extreme wind event mitigation activity consisting of the retrofit or construction of a residential, non-residential, or community safe room (single- or multi-use) to be an eligible project type for HMGP grant awards as follows:

- The safe room project must provide immediate life-safety protection in the target area of impact of a striking hurricane and/or tornado;
- The safe room is designed and sized only to the extent necessary for the limited population that must remain in the impact strike area during an extreme wind event. The safe room is also designed only to the extent necessary for the limited time period that a hurricane and/or tornado event is occurring. Therefore, safe rooms must be sized according to the defined population that will utilize the facility during a storm event and their design is to accommodate this population for a limited time period;
- The safe room project is constructed with criteria recognized by FEMA to afford near absolute protection and verified by a licensed design professional. Project applications must include documentation to show that the project meets or exceeds the criteria for the identified risk to be mitigated. Criteria are found in the following publications:
    - FEMA 361, *Design and Construction Guidance for Community Safe Rooms* – Second Edition, August 2008.
- In addition, the *Standard for the Design and Construction of Storm Shelters* (ICC-500), a consensus standard from the International Code Council is acceptable for use in designing HMGP safe rooms only when incorporating specific recommendations outlined in FEMA 320 and 361. For further details, see MRR-2-09-1 Section VII, Part A;
- The safe room project is not located in a flood hazard area where the flood waters have the potential to endanger occupants within the safe room. If the applicant community does not have any land area outside the flood hazard area for the safe room site, it is possible to build a safe room in the flood hazard area provided there are no other alternatives, and the safe room will be elevated above all known flood elevation, or 24' MSL, whichever is higher.
- Consistent with FEMA 361, safe rooms must be located outside the following high-hazard areas:
- The Coastal High-Hazard Area (Zone VE) or other areas known to be subject to high velocity wave action; or Areas seaward of the Limit of Moderate Wave Action where mapped, also referred to as the Coastal A Zone in ASCE/SEI 24-05; or Floodways.
- Operations and maintenance (O&M) plans must be developed for each project. At a minimum the process to include O&M plans will include the following:
- Descriptive statement of the O&M plan at time of application;
- Draft O&M Plan prior to any retrofit or construction; and
- Final O&M Plan prior to project closeout.

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B. Determining the Eligible Types of Safe Room for Your Community

The eligibility of whether the safe room is for tornado, hurricane or both, is determining by the location of the project site.

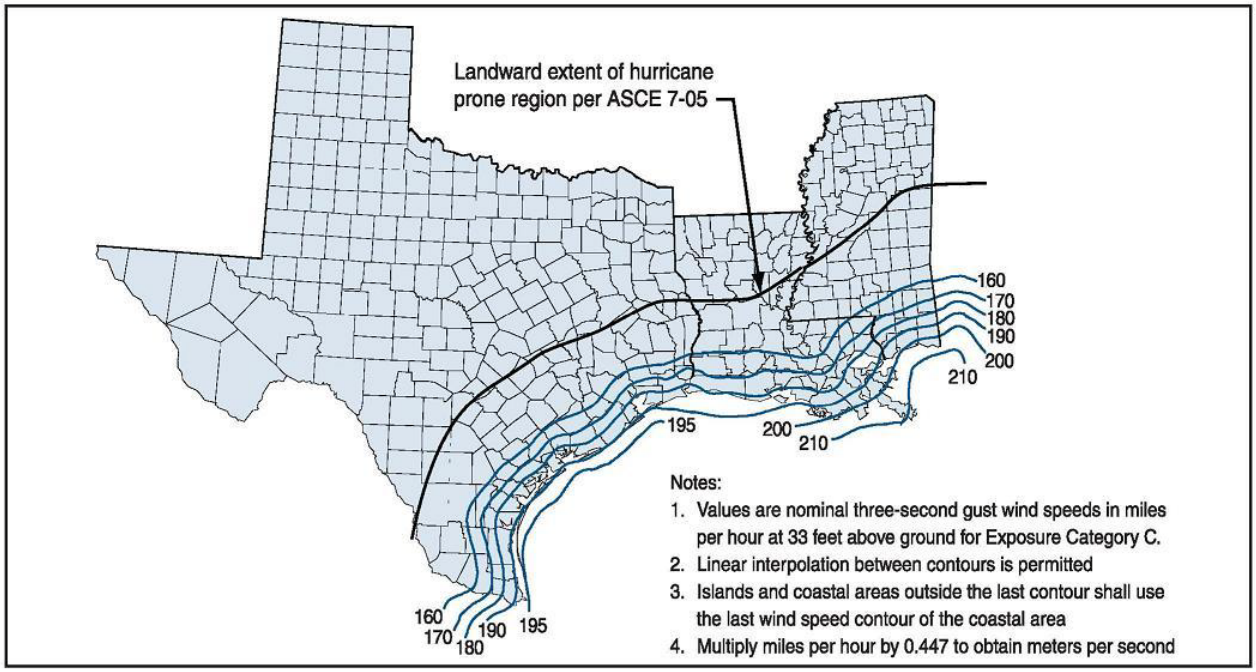


Figure 3-2a. Hurricane Safe Room Design Wind Speed Map from the ICC-500 – Western Gulf of Mexico Detail

SOURCE: *ICC/NSSA STANDARD FOR THE DESIGN AND CONSTRUCTION OF STORM SHELTERS* (ICC-500). COPYRIGHT 2008, WASHINGTON, DC: INTERNATIONAL CODE COUNCIL. REPRODUCED WITH PERMISSION. ALL RIGHTS RESERVED. WWW.ICCSAFE.ORG < HTTP://WWW.ICCSAFE.ORG >.

The map above defines the limits of Hurricane Safe Room eligibility. If the project location is outside of the hurricane prone region, the project will only be eligible as a tornado safe room. For coastal communities, all safe rooms will be built according to Hurricane standards while serving as a dual use Hurricane and Tornado safe room. The design criteria and program requirements varies between Hurricane and Tornado safe room. Proper safe room identification is critical in the determining proper project requirements. For an enlarged reference map, please refer to the attachment Appendix B of this handbook.

C. At-Risk Population Protected for the Safe Room

The Safe Room Policy, Section VII, Part C (page 6), Population Protected and Period of Protection states:

FEMA will only consider PDM and HMGP applications for safe room projects that identify the safe room population that must remain behind to face an imminent threat against either, or both, tornado or hurricane hazards. This is the population that the applicant will identify and quantify, so that the anticipated population and resulting size of the safe room can be verified during the grant application review process. This is demonstrated by risk assessment information such as that

developed as part of a mitigation plan or evacuation plan. Applicants and sub-applicants should be mindful that PDM and HMGP funds are not available for general population shelters, including evacuation or recovery shelters. Therefore it is essential that Applicants and sub-applicants identify the specific hazard mitigation population to be protected otherwise application review may be delayed or an application rejected.

Safe Room Policy, Section VII, Part C (page 7), Population Protected and Period of Protection states:

The applicant will demonstrate consideration of at least the following components in determining eligible safe room population:
** population to be protected within the area at risk of impact by tornado and/or hurricane hazards;*
** warning capabilities, logistics, and operations components that support basic safe room functions;*
** travel times for the population to be protected to reach the safe room, such that people are not exposed to additional risk when moving to the protected area;*
** hazard mitigation time of protection: 2 hours for tornado and 24 hours for hurricane; and*
** relationship of the population to be protected by the safe room to State or local emergency evacuation requirements.*

The at-risk population identified directly impacts the proposed safe room design size requirements and is another factor that will be verified during the grant review process. This is important to understand because as the Safe Room Policy states, "PDM and HMGP funding will not be provided to support safe rooms that are sized larger than that required to accommodate the identified at-risk population." Applicants and sub-applicants should refer to Chapter 3 of FEMA 361 for further guidance on sizing criteria.

Per FEMA Hazard Mitigation Assistance Unified Guidance, 2010, Part C, Hazard Mitigation Assistance for Safe Room:
C.4.1.1 Population at Risk from Hurricanes:

This section provides information to assist in identifying and defining the population at risk from hurricanes. The section also describes this at-risk population to assist Applicants and sub-applicants in identifying who may require a safe room facility. Information Sources Determining the hurricane safe room population is dependent on the assumptions used in the development and implementation of evacuation or emergency response plans and policies being administered by local, State, and Federal (if applicable) emergency management organizations. Therefore, Applicants and sub-applicants are encouraged to coordinate with the relevant agency in the jurisdiction developing those plans. In addition, local mitigation plans are required to include a risk assessment that defines the hazard characteristics within an area, and to provide a vulnerability assessment. Evacuation plans are likely more specific in terms of population, but the risk assessment in a community's existing mitigation plan may also be a source for this information. Documentation to support the determination of the at-risk population may be directly related to the planning tools mentioned above and should be included in the application.

Hurricane Population Categories:
Generally, two broad categories of potential hurricane safe room occupants may be identified as part of the limited at-risk population in need of life-safety protection. The at-risk population should be accommodated within the safe room for a minimum of 24 hours (the FEMA 361 minimum design

occupancy time for hurricane safe rooms). Applicants and sub-applicants are encouraged to use verifiable information such as emergency evacuation plans and local emergency management plans (or other applicable sources) to identify potential safe room occupants from the categories listed below.

Category 1: First Responders
** People who may be required to remain in harm's way, i.e., the civilian personnel of the emergency response services, also known as first responders. These groups include, but are not limited to personnel of fire and police departments, rescue squads, emergency operation centers (EOCs), emergency medical and ambulance services, search and rescue teams and similar personnel that a local community may depend upon for a successful response to an extreme wind event.*

Category 2: Critical and Essential Services Personnel and Facility Occupants
** In many cases other critical services personnel may be required to remain in harm's way to facilitate the continued operation of certain critical facilities, including long-term care and custodial care facilities, water supply and wastewater facilities, power supply and distribution plants, fuel and other hazardous material storage facilities, communications and data centers, and others that a local community may depend upon for a successful response to an extreme wind event. This category may also include occupants of these facilities such as patients in hospitals, residents of long-term care facilities, and prison/jail inmates.*

Documentation:
Applicants and sub-applicants must provide documentation to support the identified at-risk population for the safe room. Applicants and sub-applicants must also submit adequate documentation in support of their risk assessment to allow grant program reviewers to make a determination of whether the proposed safe room size is appropriate for the at-risk population identified. The documentation should be sufficiently detailed to be verified during the grant review process. Applicant and sub-applicant coordination with the local, State, or Federal (if applicable) agency responsible for developing emergency evacuation plans is critical. Each grant program identifies specific documentation requirements, but in general, evacuation plans, emergency response plans, meeting notes, etc. that can be used to quantify the at-risk population are acceptable. For example, each population category listed above may be part of the affected population identified in an emergency evacuation plan.

In all cases it should be emphasized that planning and operation of PDM and HMGP safe rooms, including the identification of the population to be protected, should not conflict with State and/or local evacuation plans. PDM and HMGP safe room activities should not be used as a substitute for, or as an option for individuals to ignore, local community and/or State evacuation plans or any other law or ordinance.

Travel considerations:
The issues to consider in estimating travel time to the safe room facility include: local emergency management and law enforcement requirements, mandatory evacuations, evacuation times from at-risk areas, and any other plans that affect the movement of at-risk populations. Further guidance is provided in Chapter 8 of FEMA 361.

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Period of protection:
As identified in the Safe Room Policy, Section VII, Part C, and FEMA 361 requirements, the hazard mitigation time of protection for safe rooms is a minimum of 24 hours for hurricane events.

C.4.1.2 Population at Risk from Tornadoes
This section provides information to assist in identifying and defining the population at risk from tornadoes. Tornado safe room populations are determined based on limited warning times (minutes, not days) and the maximum reasonable travel time for potential safe room occupants to reach the safety of the facility. At-risk populations that cannot reach the safe room in a reasonable time (this topic is discussed later in this document) are not considered as potential occupants of the safe room.

Tornadoes strike without timely warning, often depriving the at-risk population of sufficient time to seek safety. Only about 20 minutes (or less) of warning time may be provided before a tornado strikes. For a limited or no-warning storm event, at-risk individuals have various degrees of vulnerability.

Two aspects of vulnerability should be considered in identifying and quantifying the population at risk from a tornado:
1. The physical characteristics of the built environment (buildings or other structures) in which the population resides. Buildings differ in their susceptibility to damage from a tornado, and therefore, the building occupants are exposed to varying risks of injury or death. Individuals living in non-engineered housing, older housing, and manufactured housing are more susceptible to catastrophic damage from a tornado; hence, they are extremely vulnerable.
2. The ability of the population to mobilize to the safe room during a tornado, irrespective of where they are located. While a 20-minute warning may be sufficient time for an able-bodied adult to find adequate shelter, this is not the case for the very young, the elderly, the sick or frail, or those with impaired mobility. These groups require the greatest level of assistance, time to mobilize, and attention during an emergency.

Documentation
Applicants and sub-applicants must provide documentation to support the identified at-risk population for the safe room. Applicants and sub-applicants must also submit adequate documentation in support of their risk assessment to allow grant program reviewers to make a determination of whether the proposed safe room size is appropriate for the at-risk population identified. The documentation should be sufficiently detailed to be verified during the grant review process. Applicant and sub-applicant coordination with the local, State, or Federal (if applicable) agency responsible for developing emergency action plans is critical. Each grant program identifies specific documentation requirements, but in general, emergency response plans, area maps, building construction drawings, meeting notes, etc. that can be used to quantify the at-risk population are acceptable. In addition, local mitigation plans are required to describe the vulnerability of their community and structures, and in particular vulnerability of special high-risk populations and therefore may also be a source for this information. It is essential that Applicants and sub-applicants provide this information otherwise application review may be delayed or an application rejected.

Travel time considerations
The two vulnerability aspects listed above will facilitate identifying and targeting high concentrations of at-risk populations. The most effective tornado safe rooms minimize occupants'

travel time. Consequently, onsite community safe rooms, built either as integral parts of a building or as separate structures, offer the greatest level of protection to occupants. Community safe rooms in hospitals, schools, long-term care centers, and other facilities that house highly vulnerable populations are most successful in minimizing the risks. These safe rooms may be designed to serve the community at large in addition to onsite residents. In such cases, the population of the safe room is limited by the respective proximity of potential occupants to the safe room, which is defined by the maximum allowed travel time and/or the maximum distance to the safe room. The distance from the safe room for the at-risk population is based on a maximum walking travel time of 5 minutes or a maximum driving travel distance of approximately 0.5 mile. When considering a single- or dual-use community safe room, the 5-minute walk time or the equivalent 0.5-mile driving distance must be calculated by the actual travel route or pathway which a pedestrian or a driver will be required to follow. This pathway should not be restricted, bottlenecked, or obstructed by such barriers as multi-lane highways, railroad tracks, bridges, or similar facilities or topographic features. Traffic congestion (including parking constraints) during the movement of the potential at-risk population to the safe room once a storm watch/warning notification is issued should be considered when defining the at-risk population for the community safe room. In either case, whether walking or driving, prospective safe room occupants must be able to safely reach the facility within 5 minutes of receiving a tornado warning or notice to seek shelter.

Period of protection
As identified in Safe Room Policy Section VII, Part C, and FEMA 361 requirements, the hazard mitigation time of protection for safe rooms is a minimum 2 hours for tornado events.

For tornado safe room, the size of the safe room shall be determined by the protected at-risk population identified. Applicant must justify the size of protect at-risk population size by confirming this population will be able to gain entry into the safe room safely and efficiently within the warning time allotted. While it would be unreasonable to justify a tornado safe room sheltering 4,000 residents due to limited evacuation time, the size of the tornado safe room is dependent upon the population size and source identified, and evacuation procedures that will safely shelter the at-risk populations.

C.4.1.3 Population at Risk from Both Hurricanes and Tornadoes
Many areas in the United States are subject to both hurricane and tornado hazards. When building a safe room to protect from both hazards, the population at risk must be determined independently for each hazard. When designing a combined safe room for both tornado and hurricane hazards, the most restrictive design criteria for these hazards provided in FEMA Publication 361 must be used. There is not necessarily one set of complete criteria for each hazard. For that reason, design engineers should pay close attention to the criteria outlined in FEMA 361 when designing a combined safe room for both tornado and hurricane hazards.

For communities that will have a safe room that can serve as a hurricane and a tornado safe room, the project shall follow the guidelines and requirements established for hurricane safe room. If the requirements for hurricane and tornado contradict, the more stringent requirement shall be followed.

4. State Community Safe Room Policies and Guidelines:

A. The HMGP may provide federal funds up to 75% of the cost of the project. Eligible applicants, who include state and local governments, certain non-profit organizations and institutions, and

Indian tribes or authorized tribal organizations, must contribute at least 25% of the cost of their projects. This 25% match can be made in a variety of ways to include "in kind" matches. Infusion of other Federal funding as part of 25% match is prohibited.

B. The 80/20 Rule: The State requires 80% of the interior space must be allocated to sheltering evacuees at time of need. Not all interior space will be eligible to be counted toward this 80% threshold of sheltering space. Interior partition walls may be deducted from the gross interior space to calculate the 80% space requirement. Spaces allocated to sheltering evacuees will be dependent of type of safe room applied: hurricane or tornado.

C. The safe room project is dependent of the Benefit Cost Analysis for the project eligibility. The most cost effective method to mitigate wind event by safe room is a monolithic type dome safe room due to lower cost of construction. A typical brick and mortar building will be significant more costly to construct for the same given size compared to the monolithic dome shaped safe room. The maintenance cost for the typical brick and mortar building will also be higher. The eligibility of the project is directly dependent on the Benefit Cost Analysis and its resulting ratio; therefore, dome structure is preferred and recommended. Currently, all safe room projects are funded based on a $120.00* per square foot total project cost threshold.
   * *Based on 2010 construction cost.*

D. The project will have 24 months from FEMA award to completion.

E. All hurricane safe rooms shall be constructed to meet 200 mph wind speed with FEMA 361 standards. All tornado safe rooms shall be constructed to meet 200 mph or 250 mph, pending the location identified in FEMA361standards, Figre 3-1, Tornado Safe Room Design Wind Speed Map. All combination hurricane and tornado safe room shall be constructed to meet 200 mph wind speed.

F. Applicants shall provide the State a finalized budget for the project before the start of construction. The budget shall clearly identify all hard and soft costs for the project. The budget shall identify the amount allocated for professional services, constructions and any other related fees and budget line items. All reimbursements requested by the applicant shall be drawn against the budget established prior to construction.

G. All changes and modification to the project must receive written consent and approvals from the State before executing. Once the project is approved and funded by FEMA, certain changes and modifications will not be permitted, including the design of the safe room. As changes and modification to an approved project may impact the eligibility of the project, please consult your State Project Officer of any potential changes or modification at the earliest development.

H. Marking. The tornado safe room must be placarded on at least two exterior walls with the sign 'public tornado shelter', each placard with dimensions not less than 30" x 30" and containing an image of a tornado. Structures within 120 miles of the coast will have a dual role as hurricane shelters have an additional and similar placard requirement in the same size but with an image of a hurricane and the words 'public hurricane shelter' . Additionally, a brass plate not less than 5"x 8" must be attached with screws or bolts to the wall to the right of the main entryway at eye height. The plate must contain the following minimum information: 'FEMA funded Community

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Tornado/Hurricane Safe room, with funds from DR-XXXX, Year Constructed YYYY, Design Wind ZZZ. A larger, more ornate, placard elsewhere in the building can be used to meet this requirement as long as it contains the minimum information.

I. Selected location must be outside the 500 year floodplain and more than 24 feet above sea level if possible. An Elevation Certificate showing that the structure is at least 24 ft. mean sea level (MSL) or above the 500 year water surface elevation is required prior to construction. Applicant must evaluate all possible alternatives if there are no suitable sites outside any floodplain.

J. Full plans & specs with a raised engineers seal must be sent to the state prior to starting construction. The plans and specs will be reviewed by a peer review engineer through the State. Construction of the safe room will not be granted until the peer review engineer has approved the plans & specs of the safe to ensure it has met all Federal, State and programmatic rules.

K. For stand-alone safe rooms larger than 1200 sf, a generator large enough to provide the covered space with power and environmental needs is eligible for the project. (with justification, this may be waived). HVAC is also eligible for the project. If back up generator and HVAC are to be located outside the safe room, both equipment are required to be protected to meet FEMA 361 standards from both horizontal and vertical debris damage.

L. The jurisdiction must provide an explanation on how building access will be accomplished on five-minute notice, both at 1 pm (normal working hours) and at 1 am.

M. FEMA 361 identifies the standards set for holding pets in a community safe room. The State currently DOES NOT require applicant to provide spaces to shelter pets. If a pet evacuation area is to be provided inside a safe room, it will not be counted toward the 80% portion of the space. It is the applicant's decision on how to shelter pets. FEMA recognizes that if their pets are not protected many people (up to 60% of pet owners) would not seek shelter. For this reason a separate windproof structure or addition outside the main shelter is an allowable cost in the grant. <u>You as a jurisdiction are not required to shelter animals.</u>
In addition to sheltering pets, the applicant is encouraged to address the issue of sheltering registered sex offenders in the safe room. It is the applicant's decision if a separate holding area will be incorporated into the safe room design. This space, however, will not be counted toward the 80% of the interior space allocated for sheltering the functional need residents. The State defers the requirement and authority to the local emergency operation plan for addressing this issue.

N. Upon completion of the project, a certificate of occupancy issued by the local code department and an elevation certificate are required in addition to the completion certificate.

O. As part of the closeout procedures, the applicant will need to modify the general deed for the property address involved to contain the following language. "The property owner will provide

the windproof structure on this parcel, containing approximately xxxxxx square of space, to the citizens of XXXX County, to be used as a tornado or hurricane shelter, as demanded by the County Judge, in accordance with the authorized shelter operations plan. This restriction will expire on MM/DD/YYYY". The date of the restriction is 30 years from the date on the certificate of occupancy.

P. Upon completion and close out of the project, the State will be required to ensure all programmatic rules remains met for the useful life of the project. A physical inspection will be conducted every three years for the duration of the useful life of the project – 30 years.

5. Project Administration:

A. Project Timeline and Performance Period.

After an HMGP application has been submitted to the State for review, the State will confirm the project and the applicant are eligible and the project has met all the programmatic requirements. Once the project has been reviewed by the State, the project will be forwarded to FEMA for funding review. FEMA will evaluate the project on eligibility, project details, environmental reviews, benefit cost studies, and other technical and non-technical details. Upon approval for funding, FEMA will forward the application to Congress for Large Project Notification (LPN) review process. The LPN review is a non-technical review by Congress to confirm funding for the submitted project. Once the application has been approved by Congress, FEMA will issue the State an award letter for allocating the requested funding to the project. When the State receives the FEMA award letter, an official approval letter will be send to the applicant by the State confirming the award. The start date of the project is when FEMA awards the project to the State, and not when the State awards the project to the applicant. The applicant has 24 months to complete the said project. If the project is not completed in the 24 months performance period, an extension may be requested provided the delay was caused by extenuating circumstances. Delays due to insufficient planning or administration difficulties will not be considered or accepted. Extension is granted in 180 days (6 months) increment, with a maximum limit of 2 extensions for a total of 365 days (12 months). To request for an extension, the applicant must:

1. Provide a written request, signed by Chief Elected Official, requesting the extension.
2. Identify the extenuating circumstances that caused the delay.
3. Identify the action taken to address the delay.
4. Establish a revised timeline to completion for the safe room.
5. Provide measureable performance markers to ensure adherence to the revised timeline.
6. Provide appropriate supporting documentation for the justification and the extension request.

Upon receiving the extension request, the State will review the request for adequate justifications and capacities to complete the remaining project timely. If the extension is approved, the applicant will be advised of the new completion date and the additional requirements. If the extension is denied, the applicant must adhere to the original schedule identified in the award letter and complete the project as scheduled. If the project can not be completed per awarded scope of work and in the period provided, the project may be deemed incomplete and all reimbursements returned to the State.

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B. Eligible Parties and Memorandum of Agreement (MOA) or Understanding (MOU).

If an applicant is administering the project by themselves, the applicant must follow the guidelines established within the organization. Procedures identified in the organization's management, administration and procurement policies must meet all Federal and State guideline. If the project has additional interested parties (such as a school district or other non-profit organizations), the applicant shall remain responsible for the project and must maintain oversight over all of the activities to be performed for the project. When project has multiple interests, the applicant can either:

- amend its own existing policies to incorporate the responsibilities and activities of the additional interested parties,
- or establishes a Memorandum of Agreement or Memorandum of Understanding with the remaining parties to assign and/or defer the activities to be carried out by the additional parties.

If the applicant elect to establish a Memorandum of Agreement (MOA) or Understanding (MOU) with other interested parties (such as a school district) for the project, the MOA/MOU ***MUST*** be in place between the interested parties and the County/City before anything from the receiving entity can be allowed to work on the project. Until a MOU is in place, the receiving entity is technically not officially benefiting from the project, thus any activity performed by the entity will be not recognized by the State and FEMA and cost incurred will not be eligible for reimbursement.

****MOU/MOA only defers activities, MOU/MOA does not defer responsibilities***.

MOU/MOA only allows the applicant to pass the activities (such as procurement, administration, construction… etc) to the receiving entity. The responsibility of ensuring adherence to Federal and State program still remains with the applicant. If the receiving entity deviated from the program requirements, the applicant will be responsible for the correction and the consequences.

The MOU/MOA must contain the language or verbiage that confirms when principally delivery of goods or services to the project recipient (such as the school district), the school will be automatically selected as the prime contractor without going through the applicant's normal bid process.

C. Project Design, Engineering, Administration and Construction Activities.

The project shall follow all Federal, State and local guidance on using professional services. Per HMGP program requirement, it is up to the applicant to determine the professional services needed to complete the project. Administrative fees is limited to 5% of the project, and Engineering/Architectural Services does not have a cap, provided the fees must be reasonable and justified by supporting documentation. The design of the project is be limited to the requirement of the project. Any design above and beyond the scope of work or necessary requirement of the project may be ineligible for reimbursement. The State will only reimburse activities and quantities meeting the program requirements. Future developments and alternate

uses are not eligible activities. The contract(s) between the applicant and the Professional Services provider(s) is subject to the State's approval. Cost Plus Percentage contract is not allowed. Design Build contract is not allowed. If Construction Manager At Risk contract is to be used, the Manager shall be considered as a Prime construction contractor and not part of Professional Services.

D. Meeting Procurement Requirements.

For projects that are applied by the city or County on behalf of all other entities (including schools and other eligible organizations), the receiving entity must complies with all Federal, State, local and applicant's procurement policies, or whichever is the most stringent.

For procurement of Professional Services, applicant shall follow the all Federal, State and local rules to ensure an open and fair competition is held. The State shall review the applicant's procurement policies, evidence of procurement and confirmation of selection with the service providers/vendors prior to approve reimbursing project funds.

All applicants must follow all Federal, State and local procurement rules as prescribed in 44 CFR 13.36 - Procurement, Uniform Grant Management Standards, and Local Government Codes. For projects funded by HMGP, procurement process is not waived, and all applicants must document compliance.

As 44 CFR 13.36, Part C states: (*c) Competition. (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of section 13.36. This would require all contracts for services to be properly procured through open and fair competitions.*

With regards to procurement of professional services, for the purpose of the program, professional services include consultants, engineers and architect. Per Texas Local Government Code:

2) "Professional services" means services:
(A) within the scope of the practice, as defined by state law, of:
(i) accounting;
(ii) architecture;
(iii) landscape architecture;
(iv) land surveying;
(v) medicine;
(vi) optometry;
(vii) professional engineering;
(viii) real estate appraising; or
(ix) professional nursing; or

In reference to the procurement of the professional services, according to the Federal guidelines in 44 CFR,: Part 13.36 – Procurement, PART 13: UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Subpart C: Post-Award Requirements: Changes, Property, and Sub-awards

13.36 - Procurement.

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(c) Competition. (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of section 13.36. Some of the situations considered to be restrictive of competition include but are not limited to: (iv) Noncompetitive awards to consultants that are on retainer contracts,

The guideline for architect and engineer are the same and applies to both since some applicants are hiring architects, some are using engineers and some are using both.

All services that were on retainer contracts are recommended to be re-procured to ensure full and open competition. If any services have been properly procured by the receiving entity (or applicant) prior to the award of the safe room project, evidence of this procurement must be submitted to the State for review. The retainer contract must identify the activities to be performed, fee schedules, and period of retainer identified. Record of official approval for the contract along with the contract itself must be submitted to the State for review. If service provider was not officially retained by the receiving on retainer contract, but rather "someone we have always used and/or called" must follow the full procurement practices identified in the Federal, State and local procurement rules.

Services and equipment under $100,000 can be purchased through small purchase process in lieu of competitive procurement bidding process. Applicants are required to follow all Federal, State and Local procurement process in reference to small purchase. When using small purchases, applicant must document that at least three vendors have been contacted for price quotes for the services or product to be acquired. The record must show what company was contacted, when was the inquiry made, and the resulting quotes. If a company decline to offer a quote, it must be documented as well. It is against the intent of procurement guidelines to divide a project into smaller activities and utilize the small purchases process rather than procure through competitive procurement process for the whole project.

Procurement for Construction Contractors, General Contractors and other vendors by means of sealed bids procurement shall also follow the most stringent of Federal, State or local requirements. When sealed bids procurement is utilized, open and fair competition must be maintained. The applicant is required to submit evidence of procurement and confirmation of selection to the State for review prior to request for reimbursement for construction activities.

E. Project Design and Construction.

The project must adhere to the scope of work identified in the application for the project. Deviation from the approved scope of work may result in ineligible costs/disallowed cost and/or termination of the award. As the scope of work for community safe room is for the design and construction of a community safe room, applicant is responsible to complete the design and construction of the community safe room within the 24 months timeline. Alternate use is a benefit to the applicant as a result of the community safe room, the alternate use of the community safe room is not part of the scope of work, thus costs associated in the design, construction and fitting of the alternate use for the safe room is not eligible for reimbursement.

The State requires the safe room must be able to provide at least 80% of the interior space for sheltering evacuees at time of need.

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1) Design requirement

The design of the safe room must meet all FEMA 361 requirements. While there is a capacity difference between a hurricane safe room and a tornado safe room, the safe room is to meet the design criteria dictated by the type of safe room applied.
If the safe room is a coastal hurricane and tornado safe room, hurricane criteria will be followed. (For example: for equipment and auxiliary service needed for a hurricane/tornado safe room, the design shall follow the hurricane requirement).

2) Meeting the 80/20 Shelter Space rule.

All safe room projects must adhere to FEMA 361 and the State's 80/20 rules in meeting the occupancy requirement. FEMA 361 does not mandate the minimum size of space required to be eligible. FEMA 361 only prescribes how the spaces may be calculated and identifies the construction standards for the building. State's Safe Room policy of 80/20 rule requires that minimum of 80% of the interior space must be allocated in providing evacuee spaces.

a. For a single floor community safe room:

The usable safe room floor area should be determined by subtracting the floor area of excluded spaces, partitions and walls, columns, fixed or movable objects, furniture, equipment or other features that under probable conditions can not be removed or stored during use as a safe room from the gross floor area.
The type of safe room will determine the appropriate programmatic requirement.

Hurricane Safe Rooms:
Coastal hurricane safe room must be able to shelter evacuees for minimum of 24 hours. As the safe room is intended to shelter special and functional need residents of the community from disaster events, space provided must allow bedridden residents/patients when the safe room is in the shelter mode. If a space is to be counted toward the 80% of the sheltering space, this space must be able to accommodate bedridden evacuees. The space is determined eligible if the space will allow the safe placement of cots for the potential bed ridden evacuees.
Due to typical limited sizes, rest rooms, storage rooms, offices, and small spaces as such shall not be counted toward the 80% sheltering space. Spaces needed to support the alternate function of the safe room, such as a community center's kitchen or school gymnasium's weight/exercise room, may not be counted toward the 80% of the sheltering spaces. If a space is not large enough to accommodate cots, it will not be able to be counted toward the 80% usable space per State requirement. Spaces such as rest rooms, locker rooms, showers, storage rooms, kitchen, equipment rooms and such typically do not have enough open space to allow safe placement of cots; thus they are normally not valid as sheltering space. The placement of cots will also affect the use of the rest rooms.
Spaces such as community rooms, conference rooms, class rooms, concession area and such that have movable/collapsible furniture may be counted toward the 80% shelter space provided the furniture/equipment can be removed from the room within the allowed conversion time identified in the shelter operation manual. In those cases, if the space remaining after the furniture have been stored are berth able, it may be counted.

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Space with fixed bleachers or auditorium styled seating are typically can not accommodate cots, thus can not be counted toward the 80% space. If the bleachers and/or seating are collapsible, the space after the bleachers have been stowed may be counted toward the 80% space.

Per Federal FEMA 361 requirement on community hurricane safe rooms, the occupancy density is calculated according to FEMA 361 Standards:

- Hurricane Safe Room Occupant: Standing or Seated Minimum Recommended Usable Floor Area in Square Feet per Safe Room Occupant: 20
- Hurricane Safe Room Occupant: Wheelchair-bound Minimum Recommended Usable Floor Area in Square Feet per Safe Room Occupant: 20
- Hurricane Safe Room Occupant: Bedridden Minimum Recommended Usable Floor Area in Square Feet per Safe Room Occupant: 40
- In addition, each community safe room should be sized to accommodate a minimum of one wheelchair space for every 200 occupants or portion thereof.

An alternative for determining the usable safe room floor area is to use the following percentages:

1. Reducing the gross floor area of safe room areas with concentrated furnishings or fixed seating by a minimum of 50 percent
2. Reducing the gross floor area of safe room areas with un-concentrated furnishings and without fixed seating by a minimum of 35 percent
3. Reducing the gross floor area of safe room areas with open plan furnishings and without fixed seating by a minimum of 15 percent

Tornado Safe Rooms:

Tornado safe room must be able to shelter evacuees for minimum of 2 hours. Because the nature of tornadoes occurs on much more compact time frame, sheltering space does not require the accommodation of cots. While the same 80/20 rule applies, spaces eligible for sheltering tornado evacuees may be different than those found in hurricane.

Fixed bleachers or auditorium style seating may be counted toward the 80% sheltering space, while kitchen and rest rooms still may not be counted as sheltering space for tornado safe room.

According to FEMA 361 Standards,

- Occupant Density for Tornado Community Safe Rooms is calculated by the following requirement:
- Hurricane Safe Room Occupant: Standing or Seated Minimum Recommended Usable Floor Area in Square Feet per Safe Room Occupant: 5
- Hurricane Safe Room Occupant: Wheelchair-bound Minimum Recommended Usable Floor Area in Square Feet per Safe Room Occupant: 10
- Hurricane Safe Room Occupant: Bedridden Minimum Recommended Usable Floor Area in Square Feet per Safe Room Occupant: 30

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- In addition, each community safe room should be sized to accommodate a minimum of one wheelchair space for every 200 occupants or portion thereof.

An alternative for determining the usable safe room floor area is to use the following percentages:
1. Reducing the gross floor area of safe room areas with concentrated furnishings or fixed seating by a minimum of 50 percent
2. Reducing the gross floor area of safe room areas with un-concentrated furnishings and without fixed seating by a minimum of 35 percent
3. Reducing the gross floor area of safe room areas with open plan furnishings and without fixed seating by a minimum of 15 percent.

b. For multi floor community safe room:

If the safe room is to have multiple floors, the State's 80/20 rule requires that the community safe room must provide 80% of the floor space for evacuees by volume per the base/ground floor foot print. If the safe room have multiple floors, all the spaces provided for sheltering evacuees for all the floors must cumulatively be 80% of the ground floor foot print. For example:

If a safe room will have a ground floor of 20,000 square foot, 80% of the required sheltering space will be 16,000 square foot. To be compliant to the program rule, all the spaces that will be providing sheltering spaces must sum up to 16,000 square foot cumulatively to meet the 80/20 rules for multi-floor facility. The 16,000 square foot total is calculated by adding all the sheltering spaces from all the floors only. If the safe room will be able to provide a minimum of 16,000 square foot of sheltering space in the safe room (regardless of numbers of floors), the project has met the State Community Safe Room requirement.

Just because the project has fulfilled the State Community Safe Room requirement, it does not mean all the construction activities are eligible for reimbursement. For reimbursable eligibility, multi-floor community safe rooms are reimbursed by the following guidelines:

a) If each floor will be able to provide sheltering space and meet 80/20 rule for that floor, the cost of construction of the floor addition will be eligible for project cost.
   - *For example, if a safe room is to have a second floor, and the floor will have sheltering space and the will meet 80/20 rule in sheltering evacuees for the floor independently, the total cost of construction for the second floor will be eligible for reimbursement (floor and stud wall).*
b) If the floor will be able to provide sheltering space, but not be able to meet the 80/20 rule for that floor, the cost of construction of the floor will be limited to the stud wall of that floor, but not the floor itself.
   - *For example, if a safe room is to have a second floor, and the floor will have sheltering space but will not meet 80/20 rule for the floor independently, the total cost of construction for the second floor will be limited to the reimbursement for the construction of second floor stud wall only.*

c) If the additional floor will not provide sheltering space and will not meet the 80/20 rule, the cost of construction for the floor will not be eligible for reimbursement.
   - *For example, if a safe room is to have a second floor, and the floor will not have sheltering space and will not meet 80/20 rule for the floor independently, the total cost of construction for the second floor will NOT be eligible for reimbursement (floor or stud wall).*

The methods of calculating evacuee sheltering space to determine the required 80% is the same as the single floor safe room. Please refer to the section on single floor community safe room on page 10 for guidance.

❖ If additional partial floors are built to house auxiliary equipment (HVAC, etc), as the floor will not be able to shelter evacuees, the cost of constructing the floor is in-eligible for reimbursement as referenced to section c) above.

  As maximizing space availability is a major concern for many, it is possible for HVAC system, emergency generator, and/or other support equipment to be placed on the outside of the safe room. If the equipment is to be placed outside of the safe room, they must be protected from debris damage during disaster. The cost of constructing external hardened shelter for the auxiliary equipment is eligible for re-imbursement.

The sample chart below provides additional directions on how types of space may affect the calculation of 80% sheltering spaces, pending the type of safe room.

Sample Space Eligibility Chart

Space eligible to be counted toward the 80% requirement	Tornado	Hurricane	Additional Requirement Note
Open gymnasium space, ball court, community activity room	Yes	Yes	furniture and permanent equipment free
Meeting room and conference room	Yes	Yes	Can not have permanently fixed furniture
Kitchen area, equipment, storage room	**No**	**No**	
Concession area, locker room	Yes	**No**	
Rest rooms, showers	**No**	**No**	
Fixed audience seating, bleachers or theater seats	Yes	**No**	Collapsible bleacher is eligible for hurricane safe room once stowed
Collapsible audience seating, bleachers or theater seats	Yes	Yes	
Offices, class rooms, technology rooms, laboratories	Yes	**No**	Those rooms typically have too many fixed furnishing to allow cots for hurricane safe room

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3) Design and Engineering.

The safe room final design must be submitted to the State for peer review before construction can start. The plans and specifications must be certified by engineer/architect that the safe room meets FEMA 361 and ICC-500 construction standards. The plans and specifications will be reviewed by a State contract architect to ensure compliance to the Federal and the State requirement. All questions and/or concerns identified during the review process must be resolved and corrected before construction approval will be granted. Upon completion of the review, the peer review engineer/architect will issue a review report that confirms the plans and specifications of the project has met the program requirement and clear to proceed with construction. The report will also identify what will be eligible for reimbursement for the project. When the plans and specification is ready for peer review, please contact your project officer to arrange the submission. The following documentation in addition to the plans and specifications must be submitted:

1. A completed FEMA 361 project checklist: FEMA361, Appendix B, Safe Room Assessment and Design Tools, Appendix B.2 Designer Checklists,
2. Confirmation of base floor elevation,

In designing the safe room, all windows and doors must be FEMA 361 compliant. If the applicant wishes to install glass windows and/or doors, additional measures to protect the glass panes must be taken to ensure the glass doors will not become storm debris if damaged by horizontal flying projectiles. To see what products meet FEMA 361 standards, please check with Texas Tech University's Storm Testing Lab:

http://www.depts.ttu.edu/weweb/Research/DebrisImpact/TestingLab.php

* If the windows and/or doors designed have not been tested and approved by Texas Tech's Wind Testing facilities, applicant can either use one that has been approved, have the manufacture of the product submit a sample to the University for testing, or use a component that had been tested and approved by a qualified testing facility. Only when the component have been successfully tested and approved will be eligible for the project. If components used were tested by facilities other than Texas Tech Wind Lab., all testing documentation and results must be submitted to the State for approval before incorporating into the design. The testing report must conclusively indicate if the component passes or meet FEMA 361 standards.

4) Construction Practices.

a) Incorporating the special skills needed for designing and construction of the dome safe room.

Once the plans and specifications has been reviewed and approved by the State's peer review engineer/architect, the project can proceed to construction. Applicant may bid out the project however it sees as the best method. A dome shaped community safe

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room requires a specific and unique engineering and construction skills. It is not the intention of the program to require the engineer/architect to design and engineer a dome shaped community safe room, nor should they need to. As the required special skill sets are available from qualified builders, applicant is encouraged to incorporate those special skills through the procurement of engineer/architect or construction contractor. The State recommends the following options:

i. The engineer/architect may sub-contract the qualified dome builder to facilitate the design and engineering of the dome community safe room portion of the project. Being sub-contracted to the engineer/architect, the engineer/architect will be able to work directly with the dome builder to have better control on the design and function of the safe room. The dome builder's fee will be paid through engineer/architect's portion of the budget for the safe room.
ii. The construction contractor may sub-contract out the construction of the dome portion to a qualified dome builder. The dome builder will work with the prime construction contractor, or general contractor, to construct the dome as dictated by the requirement set forth by the engineer. It is the construction contractor's responsibility to ensure the dome safe room has been built to meet the engineer's and the program's requirements and standards. The dome builder's fee will be paid through the construction contractor's portion of the budget for the safe room.
iii. The applicant's engineer or construction contract may explore other alternatives to construct the dome safe room provided all Federal, State and local rules are followed and the integrity of the project is not breached.

b) Contractual requirements.
Construction contractors must comply with the following criteria to participate in the program:

i. Must cleared Excluded Parties List System (EPLS) verification confirming the contractor is not barred
The EPLS website has changes to the following:

https://www.sam.gov/portal/public/SAM/

ii. Must be bonded for the project solicited by the applicant. All qualifying contractors must have current bid bond, performance bond, and payment bond for the duration of the project.
iii. Must comply with Fair Labor Law.
iv. Must be responsible for confirming the sub-contractor(s) in verification of EPLS debarred list.

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c) Modifications and Change Orders to the project.
When changes must be made to the project, the applicant must inform the project officer immediately. While some changes may be minor in appearance, the actual changes may depart from eligible activities approved by FEMA. Keeping the project officer informed of all changes is vital to keep the project compliant to the rules and requirements. The State of Texas forbids changes to any projects that increase more than 25% (cumulatively) of the awarded contract. When a change order is made to the project, a copy of the change order must be submitted to the State.

5) Completion of construction activities.
When the construction activities of the safe room are complete, the safe room must be inspected to ensure all requirements have been met. Before the State will confirm the construction is complete and ready for close out audit, the following conditions must be met:
   a) All issues with the project have been resolved,
   b) All items identified on the punch list have been addressed,
   c) A certificate of completion has been submitted by the applicant,
   d) A certificate of occupancy for the safe room has been issued.
   e) All payment to the perspective vendors and contractors have been completed,
   f) Applicant has accepted the project through formal accepting process, such as city council meeting or County Commissioners' Court hearing.

6) Ineligible construction cost and activities:
   a) Sound dampening and remediation are not eligible activities. This would include all acoustic ceiling and wall paneling.
   b) General parking lots and spaces are not eligible construction activities. Parking spaces needed to comply with ADA requirement are eligible for the project. Lightings needed to illuminate the ADA parking spaces are also eligible. Side walk and walk ways are not eligible, but walkways to assist the evacuees parking in the ADA parking spaces are eligible.
   c) Showers and bathing fixtures are not eligible.
   d) Storage for food and water is not eligible. FEMA 361 recommends incorporating storage facilities into the safe room design. Because the safe room is intended for short term sheltering, the State has determined the supplies is not a mandatory sheltering requirement. The storage facilities (and/or emergency supplies) are not eligible for the program for reimbursement.
   e) Infrastructure improvement needed to meet the needs of the safe room are eligible provided it must not be on site and costs cannot already be spent.
   f) Due to the nature of the safe room, infrastructure back-ups (such as redundant water and waste water systems) are not required or eligible.
   g) Storage of potable water and water for waste water is not eligible for reimbursement.

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h) Interior lighting of the facility will be determined by the local building codes. Only Standby lighting (emergency generator powered) and Emergency Lighting (battery back-up) are eligible for reimbursement.

i) Sidewalk, landscape, exterior area lightings are not eligible.

Sample Allowable Cost Chart

Allowable costs for reimbursement:	*Un-Allowable Costs:*
o *Basic Dome and Superstructure* o *HVAC* o *Plumbing* o *Electrical* o *Emergency Generator* o *Handicapped Parking, Sidewalks, Curbing and Railing* o *Force Account Labor Summaries (soft match)*	o *Floor Treatments* o *Wall and ceiling treatments* o *Acoustic Remediation* o *General Population Parking* o *Public Address System* o *Bleachers / Seating* o *Kitchens / Showers* o *Supplies* o *EOC related equipment*

For additional guidance on eligible and ineligible components to the project, please refer to Appendix B. HMA Table 6.

6. Labor Standards, Davis Bacon Act and In-Kind/Force Account Labor contributions.

Per HMGP guidance, Davis Bacon Act is waived for HMGP funded project. While the wage decision requirement is waived, the State recommends the applicants confirm the contractors are paying prevailing wage rates to the laborers so Fair Labor laws are not violated. If the applicant's own policies requires Davis Bacon Act to be required, the project is to follow the more stringent requirement.

If the applicant elects to use own staff for In-Kind/Force Account labor contributions, the applicant must provide a cost calculation for each individual that worked on the project to confirm the rate of reimbursements. A timesheet confirming the activities for the individual worked will also be required to confirm the amount of time seeking reimbursement.

Any salaries which are partially or wholly funded with federal funds cannot be used for match.

7. Fiscal Responsibility.

A. Upon approval of the safe room design by the State through the peer review process, the applicant is required to submit a finalized budget to the State before requesting any construction draw request as stated above in #4 the State Safe Room Policy, Part F.

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B. 25% local matching is required. In addition to cash match, the applicant may use local In-Kind force account to offset the financial requirement to the match requirement. If local In-Kind force account is to be used, applicants must adhere to standards and guidelines established in the Labor section of this guidance.

C. Only chief elected official(s) or official(s) that have financial signature authorities of the applicant community can request for reimbursement. The individual must has the authority to seek reimbursements and encumber funds on behalf of the jurisdiction, such as City Manager, County Auditor, Chief Financial Officer..etc. If the applicant wants anyone other than a chief elected official to have the ability to request reimbursement, the applicant must provide the following documentation:

- Identify the individual that shall have the authority to request for reimbursement
- Documentation confirming the applicant entity approves the selection of the individual for this authority. City Council Minutes, County Commissioners' Court minutes, and/or Board Minutes are acceptable as confirmation.
- Statement from the applicant confirming the approved individual shall have the authority to manage, handle, approve and request financial transaction on behalf of the applicant locality. The applicant will be fully responsible for the individual's decision.

* Because funds can only be reimbursed to the eligible applicant, co-applicant can not elect representatives for signature authority to request for reimbursement.

D. Infusion of other Federal funds is strongly discouraged. As other Federal funds may have different requirements, by using other Federal funds in the match will further complicate the program requirements. Some Federal funds prohibit to be used in conjunction with other Federal funds in the same given project.

E. As the grant fund is provided by FEMA, the applicant can not use Federally funded project as collateral to secure commercial loan to the project.

F. Audits and Financial Reviews

- Per Texas Local Government Codes Chapter 103 for city and 115 for County, City and County shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit.
- If the audit confirms the locality has expended more than $500,000.00 in Federal Funds in one fiscal year, the locality shall be required to perform a single audit in addition to the annual audit.
- In order to maintain eligibility to the program funding, the applicant shall confirm the audit has been performed and if single audit was required and performed.

G. Quarterly Request for Payment

Applicants are encouraged to submit request for payment on the project quarterly. As HMGP is a reimbursement only project, all request for payments must be for activities already completed and paid by the applicant. To request for payment, applicant must submit the following with each request:

- Quarterly Hazard Mitigation Project Payment Request Form
- Recommended Pay Estimates by the engineer or contractor for construction activities and/or materials
- Cancelled check from the applicant for the activities performed
- Invoices for all the activities performed by the contractors (professional services and construction)
- If applicable, In-Kind force account personnel cost calculation sheets and related timesheets, and equipment cost calculation sheets and related time sheets.

- A draw request record log will be used to monitor the reimbursements of the project by the State's project officer. The applicants are not required to use this log. If the applicant elects to use this optional log, the applicants are encouraged to provide a copy of the current log with each draw request to facilitate the review process.
- A draw request cover sheet is not required, but highly recommended. To facilitate and expedite the draw review process, the cover sheet provides the project officer necessary information in determining the status of the project and related reimbursement request. If the form is to be used, it is recommended the form be completed correctly and completely.

H. Eligible Costs of the safe room, both coastal hurricane and tornado.
As the Community Safe Room projects are funded on the basis of safe room first, alternate use second concept, the State will only reimburse items that are associated for the use of a safe room. All equipment and activities that are for the alternate use of the safe room are not eligible for reimbursement.

8. Shelter Operation and Management Plan

Shelter Operation and Management Plan per Federal and State requirement. Per Hazard Mitigation Assistance Unified Guidance, Section C.4.3 Operations and Maintenance Plans:

The Safe Room Policy requires Applicants and sub-applicants to submit a descriptive statement regarding the O&M plan with any safe room grant application. The policy states in Section VII (page 3): *FEMA will consider an extreme wind event mitigation activity consisting of the retrofit or construction of a residential, nonresidential, or community safe room (single- or multiuse) to be an eligible project type for PDM and HMGP grant awards as follows:*

- *[In the 7th bullet:] where adequate operations and maintenance planning are demonstrated;*

And further states in Section VII, Part E (page 9):
To be considered for funding, PDM and HMGP community safe room project applications will include a statement acknowledging that the requested community safe room will be operated and maintained in a manner that will achieve the proposed hazard mitigation. FEMA will only consider operations and maintenance plans that are consistent with criteria available in FEMA 361 Design and Construction Guidance for Community Safe Rooms Chapter 9 and the samples provided in Appendix C and D.

Community safe rooms, as defined by the Safe Room Policy, are built and operated for the purpose of immediate life-safety protection during extreme wind hazards. To achieve this purpose, community safe rooms must be built to the design criteria specified in Section VII, Part A of the Safe Room Policy, and they must admit occupants and provide them with the services they need in a

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timely manner. Consequently, the Safe Room Policy requires that all community safe room applications provide a clear and succinct statement acknowledging that the requested community safe rooms will be operated and maintained in manner that will achieve the proposed hazard mitigation. Therefore, it is essential that Applicants and sub-applicants provide this information; otherwise, the application review may be delayed or an application rejected. In addition, a signed Draft O&M Plan will be provided at pre-construction and a signed Final Approved O&M Plan will be provided at closeout for evaluation of community safe room funding applications. Again, it is essential that this information be provided otherwise project implementation may be inhibited.

The following steps outline the O&M plan requirements for projects seeking FEMA grant funding, details for each step are provided in the subsections below.

- Step 1. (3.1) Descriptive statement of O&M plan (due at time of application);
- Step 2. (3.2) Draft O&M Plan (due prior to any retrofit or construction); and
- Step 3. (3.3) Final O&M Plan (due prior to project closeout).

C.4.3.1 Descriptive Statement of O&M Plans

A statement acknowledging the requirement for an O&M plan for the community safe room should be included in the grant application. At a minimum, it should include a description of the maintenance procedures, as well as a brief statement about the operation of the safe room when opened for use. The statement should also provide basic information about how the safe room will be used, including a description on initiating use, a discussion of the warning system, basic procedures for opening the doors to the public, and key components of the safe room maintenance procedures. Finally, the statement should identify the office that will be responsible for the O&M of the safe room.

C.4.3.2 Draft O&M Plans

The development of a Draft O&M Plan should be coordinated with the appropriate entities both using and operating the community safe room and signed by appropriate officials in these organizations.

A Draft O&M Plan must be submitted at pre-construction and, at a minimum, must include the items identified in the O&M component lists below. The Draft O&M Plan may be based on preliminary engineering drawings. FEMA 361, Chapter 9 and Appendices C and D, provide additional information on the O&M components. The O&M plans should include, but not be limited to, the following components:

Operations Components:

- Community organization(s) responsible for operating and maintaining the community safe room, such as the local emergency management office. Include contact information for the relevant office(s).
- Command and management roles and responsibilities for key individuals, such as the overall safe room manager and site coordinator and their essential duties; and/or the agency responsible for fulfilling these roles.
- Major tasks the safe room management team will perform during a tornado/hurricane watch issued by the National Weather Service.
- Major tasks the safe room management team will perform during a tornado/hurricane warning issued by the National Weather Service.
- General operation tasks performed in the community safe room from the time the emergency is announced to the time occupants may safely leave the community safe room.

Maintenance Components:
Assurance from the organization responsible for operating and maintaining the community safe room of the following during the useful life of the community safe room:

- Non-mitigation uses will not prohibit the use of the community safe room to perform its hazard mitigation purpose of life-safety protection. This will ensure the approved safe room occupancy is available at all times.
- Regular maintenance will be scheduled and performed by a designated party during the useful life of the community safe room.
- Basic exterior and interior signage will be posted as is necessary and appropriate for adequate safe room operations.
- A redundant power source, such as batteries or generators, is available to provide standby (emergency) power for lighting and ventilation for the community safe room in the event of primary power failure, as required.
- The community safe room inventory will include essential equipment and supplies such as communications equipment, emergency equipment, first-aid supplies, water, and sanitary supplies.

A Draft O&M Plan is required before any retrofit or construction activities begin. Draft O&M Plans must include:

- Both the operations and maintenance components listed above.
- The signature of the subgrantee for the approved application.
- The signature of authorized officials from the identified community organization(s) responsible for operating and maintaining the community safe room, if different than the subgrantee.

Grantee Review of Draft O&M Plan
The Safe Room Policy specifies that the Grantee affirm the Draft O&M Plan is consistent with FEMA 361 criteria by:

- Reviewing the draft plan to ensure it addresses both the operations and maintenance components, as well as the signature requirements listed above.
- Coordinating with the subgrantee to address any missing components and/or signatures not included in the draft plans.
- Transmitting the Draft O&M Plan to FEMA with a written statement affirming its consistency with FEMA 361 criteria.

FEMA Review of Draft O&M Plan
The Grantee will be informed in writing once FEMA has determined the Draft O&M Plan is consistent with FEMA 361 criteria. This will allow the Grantee to inform the subgrantee that it may begin retrofit or construction activities. FEMA comments on the Draft O&M Plan must be addressed before FEMA makes a final determination of consistency.

Additional information on plan components is provided in FEMA 361, Chapters 3, 5, 8, and 9:

- Maximum Occupancy (FEMA 361, 3.3.1, 3.4.1, and 3.5.1);
- Warning Signals (limited information in FEMA 361, 5.4 and 5.5);
- Access and Entry (FEMA 361, 4.4 and 8.4);

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- Signage (FEMA 361, 9.4);
- Parking (FEMA 361, 5.4);
- Pets (FEMA 361, 5.4);
- Special Needs Populations (FEMA 361, 8.7);
- Emergency Provisions, such as food and water, sanitation management (FEMA 361, 8.9); and
- Identified non-mitigation uses of the community safe room (FEMA 361, 5.2.2).

C.4.3.3 Final O&M Plans

The development of a Final O&M Plan should be coordinated with the appropriate entities both using and operating the community safe room and signed by appropriate officials in these organizations.

A Final O&M Plan is required before project closeout. The Draft O&M Plan should be updated to reflect the actual design and construction of the safe room and include any other changes that may have been required due to construction, access issues, or other relevant factors. Final O&M Plans must include:

- Operations and maintenance components listed above;
- The signature of the subgrantee for the approved application; and
- The signature of authorized officials from the identified community organization(s) responsible for operating and maintaining the community safe room, if different than the subgrantee.

Grantee Review of Final O&M Plan

The Safe Room Policy requires that the Grantee affirm that the Final O&M Plan is consistent with FEMA 361 criteria by:

- Reviewing the final plans to ensure they address both the O&M components, as well as the signature requirements listed above;
- Coordinating with the subgrantee to address any missing components; and
- Transmitting the Final O&M Plan to FEMA with a written statement affirming its consistency with FEMA 361 criteria.

FEMA Review of Final O&M Plan

The Grantee will be informed in writing once FEMA has determined the Final O&M Plan is consistent with FEMA 361 criteria. FEMA comments on the Final O&M Plan must be addressed before FEMA makes a final determination of consistency. Grantees not completing a Final O&M Plan at closeout will be subject to recoupment of grant funds as determined by FEMA.

9. Additional Requirements and Obligations

A. The presence of FEMA funding to build the original structure does not obligate the jurisdiction to accept future State mission assignments for sheltering. It also has no bearing on asset assignment; IF you accept a State mission assignment, then it is likely (but not certain) that you will receive State assets to assist with that mission. This is no different than the current procedures. Due to their exposed location, the State has no plans to offer mission assignments for sheltering any adjacent jurisdictions evacuees; applicants should plan to use the structures to meet their own needs. Should a non-regional threat occur (example, massive evacuations from St. Louis due to severe earthquake), the State may offer mission assignments for sheltering, but jurisdictions will be free to choose to accept or decline. Shelter Operation Costs for these structures are

reimbursable either when done as a State mission assignment or as a Cat B Public Assistance project.

B. Liabilities to a private lease-holder in the event an event must be cancelled on short notice when the structure must be placed into service as a shelter? There is long legal precedent for this, a simple clause in the facility contract forces the potential lease holder to acknowledge there is some chance their event could be cancelled due to the needs of the community and that they have no legal recourse if this happens. A copy of the lease contract used by an existing Shelter/Event Center in East Texas can be provided.

10. Resources

A. Code of Federal Regulations Title 44 - Emergency Management and Assistance

B. State of Texas Community Safe Room Policy

C. FY 2011 Hazard Mitigation Assistance (HMA) Unified Guidance

D. FEMA P-361 - Design and Construction Guidance for Community Safe Rooms

E. Hazard Mitigation Assistance Policy

F. FEMA P-453 - Design Guidance for Shelters and Safe Rooms

G. Texas Tech University, Wind Science and Engineering Research Center, 10th and Akron, Lubbock, TX 79409. 806.742.3476. http://www.depts.ttu.edu/weweb/Shelters/Shelters.php

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APPENDIX A – FEMA 361 WIND SPEED MAP

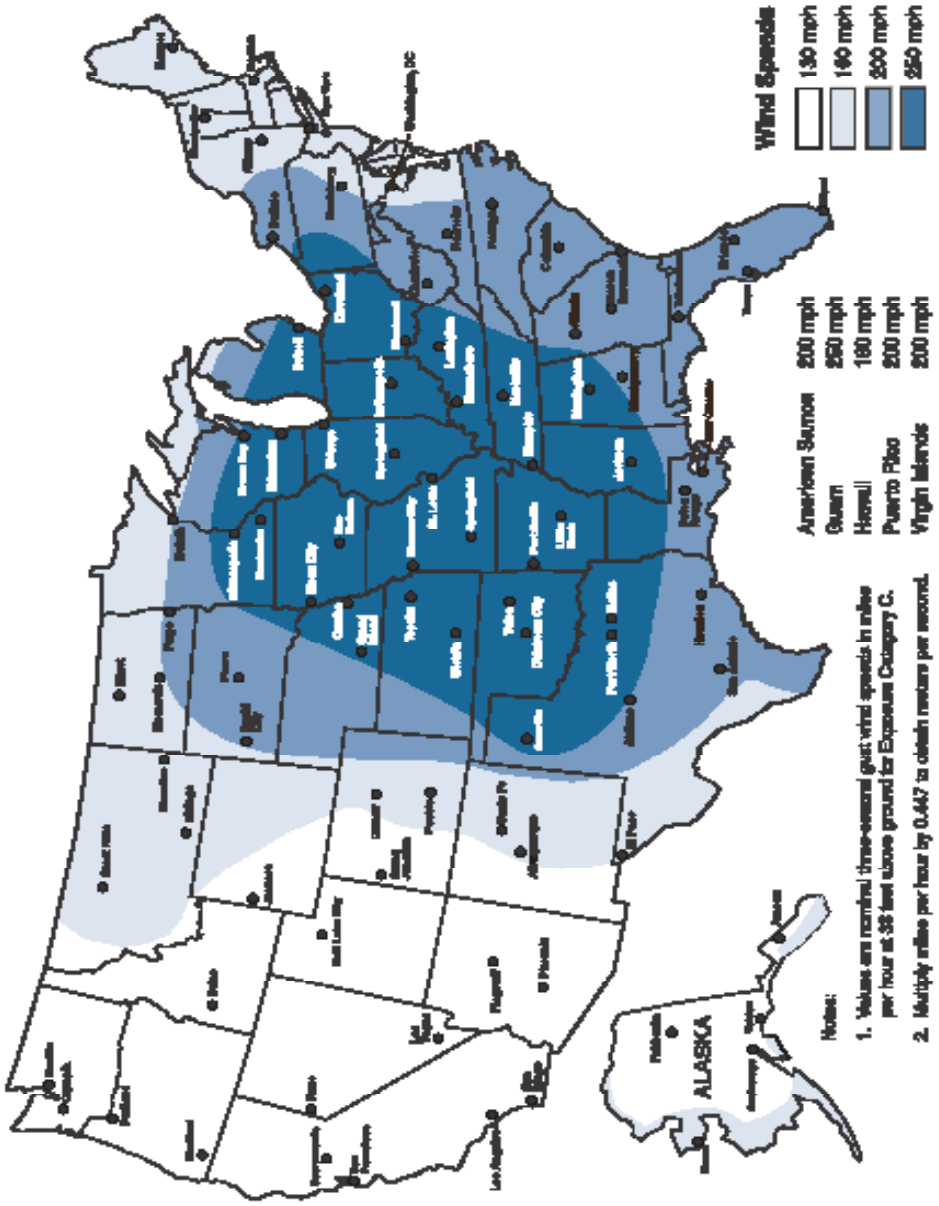


Figure 3-1. Tornado Safe Room Design Wind Speed Map (consistent with ICC-500 Tornado Hazard Map)

Appendix B – HMA Table 6: Eligible and Ineligible Components of Residential and Community Safe Rooms

Building Systems & Components	Design Criteria	Residential Safe rooms 1- & 2-Family Dwellings	Non-Residential, Dual-Use Tornado Safe Room	Non-Residential, Single-Use Tornado Safe Room	Non-Residential, Dual-Use Hurricane Safe Room	Non-Residential, Single-Use Hurricane Safe Room
Systems and Components Defining the Safe Room Space						
Foundations, structural systems, walls, and ceilings/roofs (new construction and retrofit) that directly support or protect the building cladding, providing near-absolute, life-safety protection	Available criteria included in FEMA 320 and 361.	Eligible	Eligible	Eligible	Eligible	Eligible
Doors and Windows	Available criteria included in FEMA 320 and 361.	Eligible	Eligible	Eligible	Eligible	Eligible
Protection of exterior above-ground generators and/or electrical, ventilation, or communication equipment	Available criteria included in FEMA 320 and 361.	Eligible	Eligible	Eligible	Eligible	Eligible
Common "Best Practice" Components (Recommended by FEMA)						
Signage	Available criteria included in FEMA 320 and 361.	Ineligible	Eligible	Eligible	Eligible	Eligible
Communications	Required by FEMA 361 (Chapters 8 and 9 for emergency communications to and from the safe room).	Eligible	Eligible	Eligible	Eligible	Eligible
Local Area Network (LAN) drops and wiring	Not a design requirement of FEMA 320 or FEMA 361.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Components Where Function Meets FEMA Protection Criteria						
Alternate Source of Power (e.g., generator, battery)	As specified in FEMA 320 or 361 requirements. Capacity should be limited to the load required for life-safety protection: a minimum of 2 hours for tornadoes and 24 hours for hurricanes.	Eligible	Eligible	Eligible	Eligible	Eligible

Building Systems & Components	Design Criteria	Residential Safe rooms 1- & 2-Family Dwellings	Non-Residential, Dual-Use Tornado Safe Room	Non-Residential, Single-Use Tornado Safe Room	Non-Residential, Dual-Use Hurricane Safe Room	Non-Residential, Single-Use Hurricane Safe Room
Equipment and Supplies (i.e., fire extinguishers, first aid kits)	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Ineligible	Eligible	Eligible	Eligible	Eligible
Ventilation	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Eligible	Eligible	Eligible	Eligible	Eligible
Permanent Electrical Lighting	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Eligible	Eligible	Eligible	Eligible	Eligible
Emergency Electrical Lighting	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Eligible	Eligible	Eligible	Eligible	Eligible
Permanent Electrical Outlets	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Emergency Electrical Outlets	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Eligible	Eligible	Eligible	Eligible	Eligible
Upgrade of an electrical or ventilation system for protected portions of the structure (required for safe room installation)	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Eligible	Eligible	Eligible	Eligible	Eligible
Upgrade of an electrical or ventilation system for unprotected portions of the structure (not required for safe room installation)	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible

Building Systems & Components	Design Criteria	Residential Safe rooms 1- & 2- Family Dwellings	Non-Residential, Dual-Use Tornado Safe Room	Non-Residential, Single-Use Tornado Safe Room	Non-Residential, Dual-Use Hurricane Safe Room	Non-Residential, Single-Use Hurricane Safe Room
Steps/stairs, elevators/lifts for safe room ingress-egress	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Eligible	Eligible	Eligible	Eligible	Eligible
Americans with Disabilities Act (ADA) entrances for ingress-egress	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Eligible	Eligible	Eligible	Eligible	Eligible
Toilets and Hand Washing Facilities located within the safe room	As specified in FEMA 361 criteria; and also in compliance with minimum local building code provisions.	Ineligible	Eligible	Eligible	Eligible	Eligible
Compliance with FEMA Safe Room Policy, FEMA 320, and FEMA 361 for Design Flood Criteria and Floodplain Management	As specified in 320 or 361 requirements, where compliant with minimum local building code provisions, and in accordance with MRR-2-09-1.	Eligible	Eligible	Eligible	Eligible	Eligible
Design and Construction Components						
Planning/Engineering/Architecture/Design Fees	Only planning/design costs required for the safe room, utility protection, and travel/time accessibility. Must comply with unit cost allowances.	Eligible	Eligible	Eligible	Eligible	Eligible
Engineering Peer Review of Safe Room Design Criteria (limited to systems and components providing life-safety protection). This cost may be included in the design cost/engineering fee but may also be singled out as a line-item cost.	Only additional engineering review of plans/design required for the safe room, utility protection, and occupant protection. Must comply with unit cost allowances for design fees.	Eligible	Eligible	Eligible	Eligible	Eligible
Excavation	As required for excavating the required foundation for the safe room, such as: interior foundation (e.g., interior column footing), exterior foundation, underground placement of safe room, or underground placement of electrical lines.	Eligible	Eligible	Eligible	Eligible	Eligible

Building Systems & Components	Design Criteria	Residential Safe rooms 1- & 2- Family Dwellings	Non-Residential, Dual-Use Tornado Safe Room	Non-Residential, Single-Use Tornado Safe Room	Non-Residential, Dual-Use Hurricane Safe Room	Non-Residential, Single-Use Hurricane Safe Room
Below-Ground Electrical Lines for Safe Rooms within Another Structure	Compliant with minimum local building code.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Below-Ground Electrical Lines from Structure to Exterior Safe Room	Compliant with minimum local building code.	Eligible	Eligible	Eligible	Eligible	Eligible
Moisture Protection	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Eligible	Eligible	Eligible	Eligible	Eligible
Surveys, Tests, Soil Borings, etc. for Protected Portion	As specified in FEMA 320 or 361 criteria. Compliant with minimum local building code provisions when used as a safe room or A-3 occupancy.	Ineligible	Eligible	Eligible	Eligible	Eligible
Generally Ineligible Components (Non-Essential to Protection)						
Safe Facility Maintenance	As per HMA Program Guidance, FEMA is not responsible for project maintenance.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Restroom fixtures that are not the minimum code required for toilet and hand washing facilities within the safe room	Not a design requirement of FEMA 320 or 361.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Paint on walls and ceilings for the safe room	Not a design requirement of FEMA 320 or 361.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Floor coverings – Subfloors as is appropriate and adequate for use in a safe room	Not a design requirement of FEMA 320 or 361.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Floor covering for the unprotected portion of the project	Not a design requirement of FEMA 320 or 361.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Finishes that enhance basic wall/ceiling paint or floor covering	Not a design requirement of FEMA 320 or 361.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Removal of structures from developed land	Not a design requirement of FEMA 320 or 361.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Kitchen cabinets, countertops, and kitchen equipment	See "Storage areas for food, water, and equipment" below.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible

Building Systems & Components	Design Criteria	Residential Safe rooms 1- & 2-Family Dwellings	Non-Residential, Dual-Use Tornado Safe Room	Non-Residential, Single-Use Tornado Safe Room	Non-Residential, Dual-Use Hurricane Safe Room	Non-Residential, Single-Use Hurricane Safe Room
Storage areas for food, water, and equipment	FEMA 361 includes the recommendation for food and water storage within the safe room in Section 8.6.1. FEMA 361 also identifies safe room equipment that should be stored within the safe room. See Sections 8.6.3 and 9.1.8, and Table 9.1.	Ineligible	Eligible	Eligible	Eligible	Eligible
Security cameras and EOC-type equipment	Not a design requirement of FEMA 320 or 361.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Purchase of land	Not a design requirement of FEMA 320 or 361.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Landscaping	Not a design requirement of FEMA 320 or 361.	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible
Site work not related to the protected portion (excavation, grading, parking, sidewalks, etc.)	Not a design requirement of FEMA 320 or 361.	Ineligible	Ineligible except for sidewalks necessary for access	Ineligible except for sidewalks necessary for access	Ineligible except for sidewalks necessary for access	Ineligible except for sidewalks necessary for access

Eligible Costs Table Notes:

1. Parking, and all non-building elements that support getting occupants from the parking area to the safe room area, are ineligible costs. These costs include, but are not limited to, the parking areas/surfaces, weather protection structures, walkways, stairs and railings, and signage otherwise not needed for pedestrian access unless required by the ADA.

2. Community-wide, mass notification systems are not eligible costs for safe room projects. Only warning systems necessary to notify prospective safe room occupants along with communications equipment directly supporting the safe room function are eligible costs.

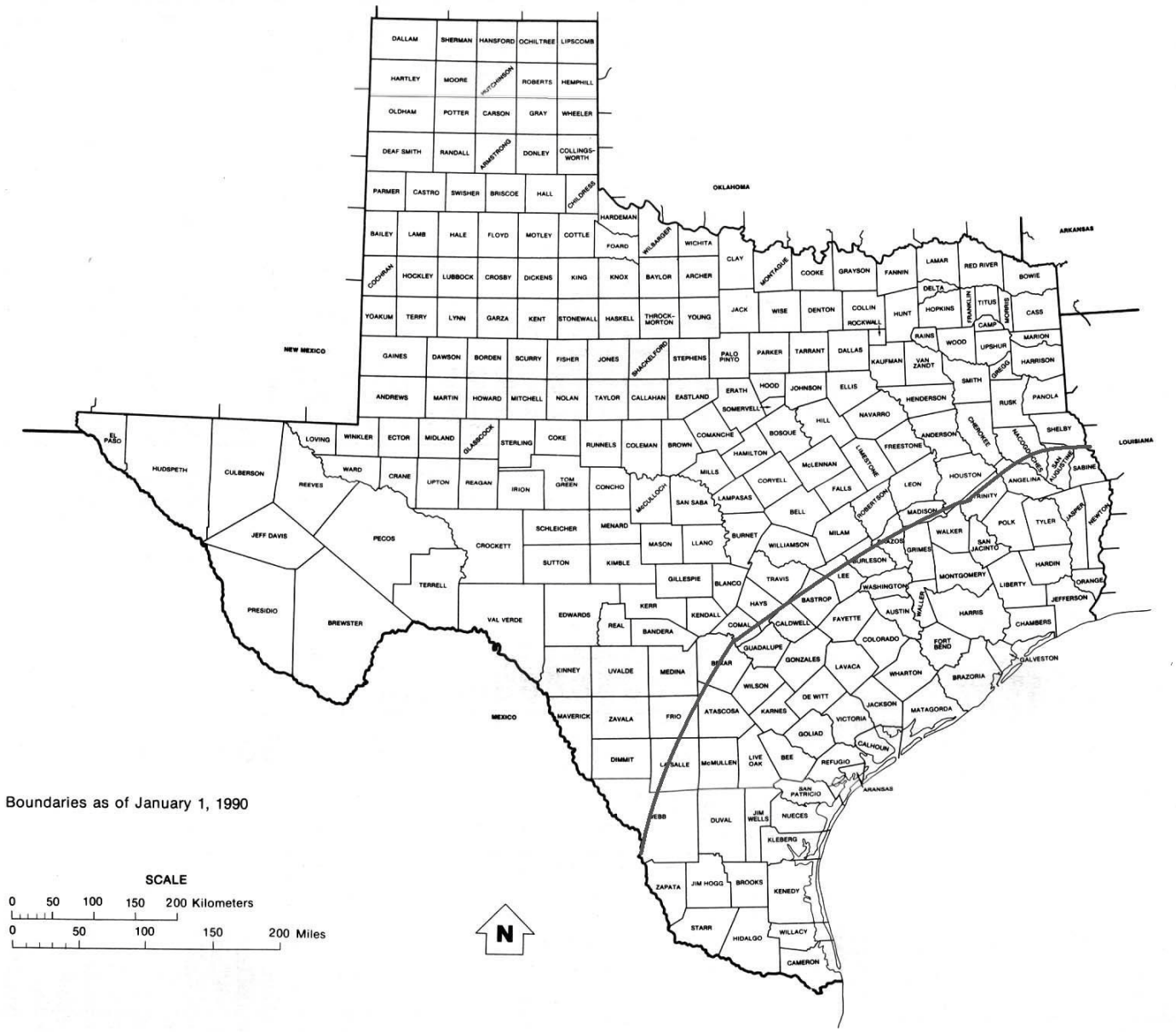
3. Safe rooms must comply with minimum square footage requirement presented in FEMA 361 when applying for Federal funding. However, when additional space per occupant is provided, this typically reduces the BCR for the safe room project. Currently, no exceptions or provisions allow for the additional benefit to be credited due to the use of facility (such as an EOC, a hospital, a special needs shelter, etc.). FEMA 361 square footage criteria are net square footages (usable) for the safe room (protected) area.

4. When a safe-room is a single-use space or any other space that has not otherwise been classified for use or occupancy, the occupancy should be defined as A-3 as defined in Section 303 of the 2006 (or most current edition) of the International Building Code (IBC). This occupancy designation will provide the criteria needed for defining other non-safe room design parameters from the building code for the safe room space, including, but not limited to, lighting, toilet and hand washing fixtures, ventilation, etc.

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Appendix B

Hurricane Safe Room Limit Map



Enlarged Map of FEMA 361, Figure 3-2a. Hurricane Safe Room Design Wind Speed Map from the ICC-500 – Western Gulf of Mexico Detail. This map is enlarged for reference only. Please refer to the map in FEMA 361 for guidance.

Applicant Name: _____ Project No: _____

Project Draw Request Log

	Date ↓	Activity	Federal Share	Match	Activity	Federal Share	Match	Activity	Federal Share	Match	Activity	Federal Share	Match	
	Category →													
Request			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Budgeted
			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Requested
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Remaining
Request			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Budgeted
			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Requested
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Remaining
Request			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Budgeted
			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Requested
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Remaining
Request			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Budgeted
			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Requested
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Remaining
Request			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Budgeted
			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Requested
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Remaining
Request			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Budgeted
			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Requested
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Remaining
Request			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Budgeted
			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Requested
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Remaining
Request			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Budgeted
			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00	Requested
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Remaining
														Balance

TO

REVISED 12.20.2012

STATE OF TEXAS COMMUNITY SAFE ROOM

Equipment Cost Calculation Sheet

Disaster Number: _____ Project No: _____

Applicant: _____

Equipment Type and ID No: _____

Manufacturer and Model: _____ Owned: ☐ Rented: ☐

HP/Engine Size:_____ Capacity:_____

Equipment will be used for: _____

Name(S) of qualified operator(s) that may be used on this project:

_____

Reimbursement Method: FEMA Rate: ☐ Rental Contract: ☐

Reimbursement via FEMA RATE:

FEMA Equipment Code: _____ Rate: _____

Reimbursement via RENTAL CONTRACT (attach copy of contract):

Rental Company: _____

Rental Contract Duration: (start)_____ to (end)_____

Rental Contract Cost: _____ Rate: _____

☐ Daily Rental Period (divide cost by 8 hrs) ☐ Weekly Rental Period (divide cost by 40 hrs)

☐ Monthly Rental Period (divide cost by 160 hrs) ☐ Other Rental Period (divide cost by _____ hrs)

The information provided above is accurate, and certified by:

Completed by: _____ Approved by: _____

DRAFT

STATE OF TEXAS COMMUNITY SAFE ROOM

Personnel Cost Calculation Sheet

Disaster Number: _____ Project No: _____

Applicant: _____

Employee Name: _____

Employee ID No.: _____Job Title/Position: _____

Salaried: ☐ Hourly: ☐ Full Time ☐ Part Time ☐

1.	Select Method A or B:	
	A. Hourly wage $ _____ X _____ Hours[1]	$ _____
	B. Annual Salary	$ _____
2.	Employer portion of FICA (____ percent x salary up to $ _____)	$ _____
3.	Employer portion of retirement (_____ percent x salary)	$ _____
4.	Worker's Compensation	$ _____
5.	Unemployment Insurance	$ _____
6.	Insurance contribution by employer	$ _____
7.	TOTAL ANNUAL COMPENSATION	$ _____
8.	Hours per year (hrs. per week x 52 weeks)	_____
9.	LESS Vacation time earned (days x hrs per workday) _____	
10.	LESS Holiday time allowed (days x hrs per workday) _____	
11.	LESS estimated Sick leave[2] (days x hrs per workday) _____	
12.	LESS other leave time (in hours)	_____
13.	ANNUAL WORKING HOURS (Line 8 minus lines 9 through 12)	_____
ADJUSTED HOURLY RATE: (LINE 7 DIVIDED BY LINE 13)		$ _____

The information provided above is accurate, and certified by:

Completed by: _____ Approved by: _____

[1] Number of hours equals hours in work week times 52 weeks.

[2] Estimated hours to be taken, not actual accrued. Unused hours generally paid at separation.

DRAFT

STATE OF TEXAS COMMUNITY SAFE ROOM

PROJECT REIMBURSEMENT DRAW REQUEST COVER SHEET

Request Number:_____ Date: _____

Project Number: _____Applicant Name: _____

Project End Date:_____ Amount Requested: _____

Submitted by:_____ Position: _____

- Please identify all the budget categories and amount this request includes:

_____Amount:_____

_____ Amount:_____

_____ Amount:_____

_____Amount:_____

_____Amount:_____

Please circle the following items that are attached/included with this request:

Request for Reimbursement: Y N N/A

Invoices (separated by categories and highlighted): Y N N/A

Cancelled Check: Y N N/A For Construction, Pay Estimate: Y N N/A

For In-Kind Reimbursement (if applicable):

Personnel Cost Calculation (for each individual): Y N

Equipment Cost Calculation (for every piece of equipment seeking reimbursement: Y N

Timesheets (for every individual and equipment seeking reimbursement): Y N N/A

For State Official Use Only

Reviewed by: _____ Approval Date:_____

DRAFT

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY

January 4, 2013

The Honorable Ramon Garcia
County Judge, Hidalgo County
100 N. Closner
Edinburg, Texas 78539

Dear Judge Garcia,

The Hidalgo County funding request for the TSSI Safe Room project has been approved by FEMA and the State of Texas.

This project is approved under the CFDA 97-039 Hazard Mitigation Grant Program (HMGP). Your jurisdiction qualified for this funding because you had a FEMA approved local mitigation plan. Your plan expires on November 5, 2013.

The project number is DR-1791-331 and should be used as a reference on all documents and correspondence. Under the terms of your application and the below listed conditions, Hidalgo County is authorized to proceed with the construction of the community safe room identified in your application. The federal share award for this grant project is $1,800,000.00.

The activities identified in this project application have been cleared under the National Environmental Policy Act (NEPA). The project location and description identified in the Record of Environmental Consideration (REC) are specific and no additional activities that have not been pre-identified, submitted, and FEMA approved can be considered. The State, as grantee, must ensure that all conditions of the REC and the FONSI are met. (See Enclosure 1)

The effective date of the approval of this project is November 27, 2012. The Period of Performance (POP) is twenty-four months requiring project completion by November 27, 2014 or sooner. If, due to extenuating circumstances, the project cannot be completed within this period, the sub-grantee must submit a POP extension request in writing 90 days prior to the project completion date of November 27, 2014.

You are required to submit a Quarterly Progress Report to this office no later October 15th, January 15th, April 15th, and July 15th of each year until the project is completed. A report with 2 consecutive quarters indicating no progress may result in your project funding being forfeited. A copy of the report format is enclosed for your use and may be reproduced as required. (See Enclosure 2)

The sub-grantee is required to keep complete records of all work, including but not limited to receipts, canceled checks, job orders, contracts, equipment usage documentation, and payroll information. The sub-grantee is accountable to the State for all funds that are awarded. Requests for the reimbursement of expenses may be submitted as needed during the grant performance period. Payments will be made within 21-30 days after receipt of complete and accurate documentation (See Enclosure 3).

Any contract for service associated with this project, must be issued in accordance with local, State, and Federal laws. Contract material and labor costs must be specific and considered reasonable, "cost plus" type contracts will not be acceptable. For any contract awarded, a copy of the contract will be forwarded to the State with the first quarterly report following award, along with a report from the System for Award Management website (https://www.sam.gov/portal/public/SAM) showing that the chosen contractor is not currently excluded. (See Enclosure 4)

As notification that the project has concluded and is ready for the final audit, the sub-grantee will submit the Certificate of Completion along with a final quarterly report containing a recap of all project expenditures, an elevation certificate, and certificate of occupancy. A chief elected official or his/her designated representative must sign this document. Final project payments will be made based upon the submission of the certificate of completion, final programmatic inspection, and the financial compliance review by our staff. A copy of the form is attached. (See Enclosure 5).

Before breaking ground, the sub-grantee must provide the State a copy of the final construction plans and specifications with a raised architects seal, assuring that the safe room meets or exceeds the criteria outlined in "FEMA 361, Design and Construction Guidance for Community Safe Rooms" (second edition/August 2008). The State will have the plans peer reviewed and will issue an approval before the applicant may proceed with construction. In addition the project must also comply with the additional State requirements contained in "Texas Community Safe Room Policy Letter" dated December 2010 (see Enclosure 6).

Since you will receive over $500,000.00 total funding from Federal programs, during this Federal fiscal year, you will be required to provide the Texas Division of Emergency Management with a copy of your current annual audit, performed per OMB Circular No. A-133. Please contact our Disaster Program Auditor, at (512) 424-7474 for further information on audit requirements. All HMGP grants are subject to Federal audit; therefore, all records must be maintained for three years from the date of project close out or, upon receipt of the final payment, whichever is later.

If you have any questions or concerns please contact your state project officer, Michael Ku, at 512-424-2397 or via email at Michael.Ku@dps.texas.gov

Sincerely,



W. Nim Kidd, CEM ®
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WNK: mk

Enclosures:
1 - Record of Environmental Consideration
2 - Quarterly Progress Report Form
3 - Payment Request Form
4 - Excluded Parties List Verification Form
5 - Certificate of Completion
6 – Texas Community Safe Room Policy Letter

cc: Oscar Montoya, Emergency Management Coordinator , Hidalgo County.
Dr. Alda T. Benavides, Superintendent, La Joya ISD

U. S. Department of Homeland Security
FEMA Region 6
800 North Loop 288
Denton, TX 76209-3698

FEMA

September 10, 2012

MEMORANDUM FOR: David Passey, Hazard Mitigation Assistance Branch Chief

FROM: Kevin Jaynes, CHMM, Regional Environmental Officer

SUBJECT: HMGP DR-1791-TX, Project #331, Hidalgo County La Joya Independent School District Community Safe Room, Texas

The purpose of this memorandum is to notify you that the Hazard Mitigation Grant Program (HMGP) project for the proposed construction of a new 20,000 square foot safe room on a field at the La Joya Independent School District campus, located at 3901 N. La Homa Road (Latitude: 26.232674; Longitude: -98.361707), Mission, Hidalgo County, Texas, has been cleared with conditions under the National Environmental Policy Act (NEPA). The Code of Federal Regulations, 44 CFR Part 10, requires that the Federal Emergency Management Agency (FEMA) take into account environmental considerations when authorizing or approving major actions. In accordance with 44 CFR Part 10.9, an Environmental Assessment (EA) was required pursuant to Section 102 of the National Environmental Policy Act (NEPA) of 1969. A Programmatic Environmental Assessment (PEA) for Hazard Mitigation Safe Room Construction was performed and a Finding of No Significant Impact (FONSI), with conditions, was issued on June 2, 2011. This project does not require a tiered Site-Specific EA because the project activities described in the project description are consistent with the scope of activities outlined in the PEA for Alternative 5: New Stand-Alone Construction in Previously Undisturbed Areas. The applicant must ensure it complies with all conditions set forth in the attached Record of Environmental Consideration (REC) and FONSI. Failure to comply with these conditions may jeopardize federal assistance including funding.

Please note that this transmittal is a notification that this project has been cleared under NEPA only. **This is not a notice of final approval or eligibility.** Any change beyond the approved scope of work for this project will require additional environmental review by FEMA.

cc: Connie Dill, Hazard Mitigation Specialist

Enclosures: Record of Environmental Consideration (REC)
Finding of No Significant Impact (FONSI)
Mitigation Measures from Section 7 of PEA

Record of Environmental Consideration

See 44 Code of Federal Regulation Part 10.

Project Name/Number: HMGP DR-1791-TX, Project #331, Hidalgo County La Joya Independent School District Community Safe Room

Project Location: 3901 N. La Homa Road (Lat: 26.232674; Long: -98.361707), Mission, Hidalgo County, Texas.

Project Description: The proposed HMGP project involves the construction of a new stand-alone multi-purpose safe room on a vacant field at the La Joya Independent School District campus. The safe room will be 20,000 gross square feet, with 15,863 square feet each of usable space. The safe room will provide protection for 790 students, faculty, staff, and citizens during a hurricane and 3,156 during a tornado. Water and electricity service will tie into existing infrastructure that is already in place. The project also includes installing an emergency generator. The safe room will be built in accordance with FEMA 361 guidelines. A 3 acre parking lot will be built opposite the safe room, but will not be funded by FEMA. Construction of the safe room itself will disturb approximately 1 acre.

Documentation Requirements

☐ No Documentation Required **(Review Concluded)**

☐ **(Short version)** All consultation and agreements implemented to comply with the National Historic Preservation Act, Endangered Species Act, and Executive Orders 11988, 11990 and 12898 are completed and no other laws apply. **(Review Concluded)**

☒ **(Long version)** All applicable laws and executive orders were reviewed. Additional information for compliance is attached to this REC.

National Environmental Policy Act (NEPA) Determination

☐ Statutorily excluded from NEPA review. **(Review Concluded)**
☐ Programmatic Categorical Exclusion - **(Review Concluded)**
☐ Categorical Exclusion - Category ( )
  ☐ No Extraordinary Circumstances exist.
    Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
  ☐ Extraordinary Circumstances exist (See Section IV).
    ☐ Extraordinary Circumstances mitigated. (See Section IV comments)
      Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☒ Environmental Assessment
☐ Supplemental Environmental Assessment (Reference EA or PEA in comments)
☐ Environmental Impact Statement

Comments: In accordance with 44 Code of Federal Regulations (CFR) for the Federal Emergency Management Agency (FEMA), Subpart B - Agency Implementing Procedures, Section 10.9, an Environmental Assessment (EA) was required pursuant to Section 102 of the National Environmental Policy Act (NEPA) of 1969. A Programmatic Environmental Assessment (PEA) for Hazard Mitigation Safe Room Construction was performed and a Finding of No Significant Impact (FONSI), with conditions, was issued on June 2, 2011. This project does not require a tiered Site-Specific EA because the project activities described in the project description are consistent with the scope of activities outlined in the PEA for Alternative 5: New Stand-Alone Construction in Previously Undisturbed Areas.

Reviewer and Approvals

☐ Project is Non-Compliant (See attached documentation justifying selection).

FEMA Environmental Reviewer.
Name: Dorothy Weir, Environmental Specialist

Signature Dorothy Weir. Date 9/10/2012.

FEMA Regional Environmental Officer or delegated approving official.
Name: Kevin Jaynes, Regional Environmental Officer

Signature Kevin L. Jaynes. Date 9/10/2012.

I. Compliance Review for Environmental Laws (other than NEPA)

A. National Historic Preservation Act

☐ Not type of activity with potential to affect historic properties. **(Review Concluded)**
☐ Applicable executed Programmatic Agreement Otherwise, conduct standard Section 106 review.
☐ Activity meets Programmatic Allowance #
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

HISTORIC BUILDINGS AND STRUCTURES

☒ No historic properties that are listed or 45/50 years or older in project area. **(Review Concluded)**
☐ Building or structure listed or 45/50 years or older in project area and activity not exempt from review.
☐ Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
☐ Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments
☐ No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
☐ Resolution of Adverse Effect completed. (MOA on file)
Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**

ARCHEOLOGICAL RESOURCES

☐ Project affects only previously disturbed ground. **(Review Concluded)**
☒ Project affects undisturbed ground.
☒ Project area has no potential for presence of archeological resources
☒ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). **(Review Concluded)**
☐ Project area has potential for presence of archeological resources
☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Determination of historic properties affected
☐ NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).
Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence on file)
☐ No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
☐ Resolution of Adverse Effect completed. (MOA on file)
Are project conditions required? ☐ Yes (see section V) ☐ No
(Review Concluded)

Comments: "No survey required. Project may proceed."
Correspondence/Consultation/References: SHPO's Office, correspondence dated August 1, 2012.

B. Endangered Species Act

☐ No listed species and/or designated critical habitat present in areas affected directly or indirectly by the Federal action. **(Review Concluded)**

☒ Listed species and/or designated critical habitat present in the areas affected directly or indirectly by the Federal action.
- ☒ No effect to species or designated critical habitat.
  Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**
- ☐ May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file)
  Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Likely to adversely affect species or designated critical habitat
  - ☐ Formal consultation concluded. (Biological Assessment and Biological Opinion on file)
    Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: FEMA has made the determination that no threatened or endangered species will be affected by this project.
Correspondence/Consultation/References: http://www.fws.gov/endangered/ accessed on September 7, 2012.

C. Coastal Barrier Resources Act

☒ Project is not on or connected to CBRA Unit or Otherwise Protected Area **(Review Concluded)**.
☐ Project is on or connected to CBRA Unit or Otherwise Protected Area. (FEMA determination/USFWS consultation on file)
- ☐ Proposed action an exception under Section 3505.a.6 **(Review Concluded)**
- ☐ Proposed action not excepted under Section 3505.a.6.
  Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

D. Clean Water Act

☒ Project would not affect any waters of the U.S. **(Review Concluded)**
☐ Project may affect waters, including wetlands, of the U.S.
- ☐ Project exempted as in kind replacement or other exemption. **(Review Concluded)**
- ☐ Project may require Section 404/401/or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits.
  Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: "We recommend the environmental assessment address actions that will be taken to prevent surface and groundwater contamination."
Correspondence/Consultation/References: Jim Harrison, TCEQ, correspondence dated July 31, 2012.

E. Coastal Zone Management Act

☒ Project is not located in a coastal zone area and does not affect a coastal zone area **(Review concluded)**
☐ Project is located in a coastal zone area and/or affects the coastal zone
- ☐ State administering agency does not require consistency review. **(Review Concluded)**.
- ☐ State administering agency requires consistency review.
  Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

F. Fish and Wildlife Coordination Act

☒ Project does not affect, control, or modify a waterway/body of water. **(Review Concluded)**
☐ Project affects, controls or modifies a waterway/body of water.
☐ Coordination with USFWS conducted
☐ No Recommendations offered by USFWS. **(Review Concluded)**
☐ Recommendations provided by USFWS.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

G. Clean Air Act

☒ Project will not result in permanent air emissions. **(Review Concluded)**
☐ Project is located in an attainment area. **(Review Concluded)**
☐ Project is located in a non-attainment area.
☐ Coordination required with applicable state administering agency.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

H. Farmland Protection Policy Act

☒ Project does not affect designated prime or unique farmland. **(Review Concluded)**
☐ Project causes unnecessary or irreversible conversion of designated prime or unique farmland.
☐ Coordination with Natural Resource Conservation Commission required.
☐ Farmland Conversion Impact Rating, Form AD-1006, completed.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

I. Migratory Bird Treaty Act

☐ Project not located within a flyway zone. **(Review Concluded)**
☒ Project located within a flyway zone.
☒ Project does not have potential to take migratory birds.
Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**
☐ Project has potential to take migratory birds.
☐ Contact made with USFWS
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References: Migratory Bird Central Flyway Map - http://www.centralflyway.org/Show_Flyway_Maps.html, accessed September 7, 2012.

J. Magnuson-Stevens Fishery Conservation and Management Act

☒ Project not located in or near Essential Fish Habitat. **(Review Concluded)**
☐ Project located in or near Essential Fish Habitat.
☐ Project does not adversely affect Essential Fish Habitat.
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)
☐ NOAA Fisheries provided no recommendation(s)
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ NOAA Fisheries provided recommendation(s)
☐ Written reply to NOAA Fisheries recommendations completed.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

K. Wild and Scenic Rivers Act

☒ Project is not along and does not affect Wild or Scenic River (WSR) - **(Review Concluded)**
☐ Project is along or affects WSR
- ☐ Project adversely affects WSR as determined by NPS/USFS. **FEMA cannot fund the action.** (NPS/USFS/USFWS/BLM consultation on file) **(Review Concluded)**
- ☐ Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)
  Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References: Wild and Scenic Rivers website, http://www.rivers.gov/wildriverslist.html, accessed September 7, 2012.

L. Other Relevant Laws and Environmental Regulations

None.

II. Compliance Review for Executive Orders

A. E.O. 11988 – Floodplains

☒ No Effect on Floodplains/Flood levels and project outside Floodplain - **(Review Concluded)**
☐ Located in Floodplain or Effects on Floodplains/Flood levels
- ☐ No adverse effect on floodplain and not adversely affected by the floodplain.
  Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Beneficial Effect on Floodplain Occupancy/Values **(Review Concluded).**
- ☐ Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment
  - ☐ 8 Step Process Complete - documentation on file
    Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: Per Flood Insurance Rate Map (FIRM) panel number 4803340400C, dated 11/16/1982, the project is located outside the 100 and 500 year flood zone and the activity does not adversely affect floodplain values.
Correspondence/Consultation/References:

B. E.O. 11990 – Wetlands

☒ No Effects on Wetland(s) and project located outside Wetland(s) - **(Review Concluded)**
☐ Located in Wetland or effects Wetland(s)
- ☐ Beneficial Effect on Wetland - **(Review Concluded)**
- ☐ Possible adverse effect associated with constructing in or near wetland
  - ☐ Review completed as part of floodplain review
  - ☐ 8 Step Process Complete - documentation on file
    Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: A review of the National Wetland Inventory (NWI) online mapper, accessed on September 7, 2012, for the site indicates that the area is not located within a designated wetland.
Correspondence/Consultation/References:

C. E.O. 12898 - Environmental Justice For Low Income and Minority Populations

☐ No Low income or minority population in, near or affected by the project - (Review Concluded)
☒ Low income or minority population in or near project area
  ☒ No disproportionately high and adverse impact on low income or minority population- (Review Concluded)
  ☐ Disproportionately high or adverse effects on low income or minority population
    Are project conditions required? ☐ YES (see section V) ☐ NO (Review Concluded)

Comments: None..
Correspondence/Consultation/References:

III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

None.

IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

* A "Yes" under any circumstance may require an Environmental Assessment (EA) with the exception of (ii) which should be applied in conjunction with controversy on an environmental issue. If the circumstance can be mitigated, please explain in comments. If no, leave blank.

Yes
☐ (i) Greater scope or size than normally experienced for a particular category of action
☐ (ii) Actions with a high level of public controversy
☐ (iii) Potential for degradation, even though slight, of already existing poor environmental conditions;
☐ (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks;
☐ (v) Presence of endangered or threatened species or their critical habitat, or archaeological, cultural, historical or other protected resources;
☐ (vi) Presence of hazardous or toxic substances at levels which exceed Federal, state or local regulations or standards requiring action or attention;
☐ (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principal drinking water aquifers;
☐ (viii) Potential for adverse effects on health or safety; and
☐ (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment.
☐ (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves.

Comments: None.

V. Environmental Review Project Conditions

General comments: None

Project Conditions:

Actions under this PEA and FONSI must meet the following conditions. Failure to comply with these conditions would make the FONSI determination inapplicable for the project and could jeopardize the receipt of FEMA funding.

1. Excavated soil and waste materials will be managed and disposed of in accordance with applicable local, state, and federal regulations. If contaminated materials are discovered during construction activities, the work will cease until the appropriate procedures and permits are implemented.

2. The grantee and sub grantee will follow applicable mitigation measures as identified in Section 7 of the PEA to the maximum extent possible.

3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

4. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

5. Changes, additions, and/or supplements to the approved scope of work which alter the existing use and function of the structure, including additional work not funded by FEMA but performed substantially at the same time, will require re-submission of the application prior to construction to FEMA for re-evaluation under the National Environmental Policy Act.

Monitoring Requirements: None

U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472

FEMA

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
FINDING OF NO SIGNIFICANT IMPACT (FONSI)
FINAL PROGRAMMATIC ENVIRONMENTAL ASSESSMENT
FOR HAZARD MITIGATION SAFE ROOM CONSTRUCTION

BACKGROUND

In accordance with the National Environmental Policy Act (NEPA) of 1969, FEMA's regulations for implementing NEPA at 44 Code of Federal Regulations (CFR) Part 10, and the President's Council on Environmental Quality NEPA implementing regulations at 40 CFR Parts 1500-1508, FEMA prepared a draft Programmatic Environmental Assessment (PEA) to evaluate the potential impacts to the human environment resulting from the construction of residential and non-residential (individual) safe rooms and community safe rooms that are proposed for funding under FEMA's Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) Program. Section 203 (PDM) and 404 (HMGP) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 et seq., authorize FEMA to provide funding to eligible applicants for eligible, feasible, and cost-effective activities that have the purpose of reducing or eliminating risks to life and property from hazards and their effects. One such activity is the construction and installation of safe rooms to protect populations from extreme wind events. The PEA is incorporated by reference into this FONSI.

The PEA evaluated five alternatives: (1) No Action; (2) Retrofit or Renovation of an Existing or Proposed Facility (Type A: Existing Facilities; Type B: New Facilities or Significant Renovation of Existing Facilities); (3) Safe Room Connected to an Existing Building and Beyond Original Footprint; (4) New Stand-Alone Construction in Previously Disturbed Areas; and (5) New Stand-Alone Construction in Previously Undisturbed Areas.

FEMA will develop tiered Site-Specific Environmental Assessments (SEAs) for those safe room projects requiring evaluation under areas of concern not evaluated in this PEA, having impacts beyond those described in the PEA or otherwise requiring a tiered SEA as identified in Table 1 in the PEA. Notice of the availability of the draft PEA was published in the Federal Register on April 27, 2011, for a 30-day public comment period. No comments were received on the draft PEA.

CONDITIONS

Actions under this PEA and FONSI must meet the following conditions. Failure to comply with these conditions would make the FONSI determination inapplicable for the project and could jeopardize the receipt of FEMA funding.

1. Excavated soil and waste materials will be managed and disposed of in accordance with applicable local, state, and federal regulations. If contaminated materials are discovered during construction activities, the work will cease until the appropriate procedures and permits are implemented.

2. The grantee and sub grantee will follow applicable mitigation measures as identified in Section 7 of the PEA to the maximum extent possible.

3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

4. The grantee and sub grantee must meet any project-specific conditions developed and agreed upon between FEMA and with environmental planning or historic preservation resource or regulatory agencies during consultation or coordination.

5. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

FINDING

Based upon the information contained in the Final PEA, the potential impacts resulting from the five alternatives analyzed in the PEA, and in accordance with FEMA's regulations at 44 CFR Part 10 and Executive Orders 11988 (Floodplain Management), 11990 (Protection of Wetlands), and 12898 (Environmental Justice), FEMA finds that the implementation of the proposed action will not have significant impacts to the quality of the human environment.

Therefore, an Environmental Impact Statement (EIS) will not be prepared. This FONSI is based upon proposed safe room projects fitting one of the project types described in the Final PEA and meeting all conditions prescribed for that particular project type.

APPROVAL

Jomar Maldonado
FEMA Environmental Officer

Date JUN 0 2 2011

Sandra K. Knight, PhD, PE, D.WRE
Deputy Federal Insurance and Mitigation
Administrator, Mitigation

Date 6/1/11

Section Seven Mitigation

FEMA will take the following measures to the extent practicable and applicable to avoid or further minimize impacts to the quality of the human environment. The general mitigation measures outlined in this section may be superseded by higher or more stringent standards required by the particular federal, or territory, tribe, or local government agency issuing a permit, license, or approval for the project.

7.1 Measures to avoid impacts to the human environment

1. Avoid sites areas characterized by susceptibility to seismic or volcanic activity, tsunamis, landslides, mudslides, structural instability, excessive erodibility, or steep slopes;
2. Avoid sites in the floodplain;
3. Avoid sites on important farmlands;
4. Avoid sites on or near TCPs;
5. Avoid sites in wetlands;
6. Avoid undertaking projects that adversely affect historic properties;
7. Avoid projects that adversely affect threatened and endangered or special status species or critical habitat.

7.2 Minimization Measures for ground-disturbing/construction activities

1. Follow applicable state, territory, tribal, and local permitting requirements for construction;
2. Water down construction site two to three times per day if dust emissions become a problem;
3. Enclose or water down exposed dirt storage piles;
4. Minimize the disturbed area and preserve vegetation to the maximum extent possible;
5. Maintain topsoil whenever possible;
6. Phase construction activities to the extent possible;
7. Control stormwater flowing to and through the project site;
8. Protect slopes by using measures such as erosion control blankets, bonded fiber matrices, turf reinforcement mats, silt fences (for moderate slopes), etc.;
9. Temporarily protect storm drain inlets until site is stabilized;
10. Retain sediment on-site and control dewatering practices by using sediment traps or basins for large areas (> 1 acre) when appropriate;
11. Establish stabilized construction entrances/exits (e.g. large crushed rocks, stone pads, steel wash racks, hose-down systems, pads);
12. Limit construction activities, including operation of heavy machinery, to normal business hours (M-F 7am-5pm);
13. Avoid engaging in construction activities within 200 feet of noise-sensitive receptors such as schools, hospitals, residential areas, nursing homes, etc.
14. Ensure adequate maintenance of equipment, including proper engine maintenance, adequate tire inflation, and proper maintenance of pollution control devices;

15. Ensure equipment at the project site uses the manufacturer's standard noise control devices (i.e., mufflers, baffling, and/or engine enclosures);
16. Reduce construction equipment idling to the maximum extent practicable;
17. Implement plans to eliminate and minimize oil or fuel spills from construction equipment;
18. Minimize the impacts of equipment staging areas;
19. Stabilize slopes promptly through temporary and permanent cover best management practices (BMPs). Following construction all remaining disturbed areas must be re-vegetated with locally acquired sources of native seeds and plants in a manner that returns the site to its pre-construction condition or better. Plantings are done during the optimum season for the species being planted. Any seeding carried out during the re-vegetation program is completed with commercially available seeds certified to be free of noxious weed seeds and other invasive species. If necessary, an irrigation system is installed to ensure establishment of the planted vegetation. The target for new plantings is an 80 percent survival rate at the end of 3 years. Invasive exotic plant species are controlled to the maximum extent practical to accomplish the re-vegetation effort. If the application of a chemical is required to control an invasive exotic plant species, the chemical is applied by a certified pesticide or herbicide applicator per labeled directions and in compliance with all federal, state, and local laws and regulations.
20. When applicable adopt measures to minimize traffic impacts during construction such as providing warning signage, limit the use of public right-of-ways for staging of equipment or materials, use of flagpersons when needed, and coordinate detours if traffic access points will be obstructed.
21. Avoid engaging in construction activities within 660 feet of a bald or golden eagle nest during nesting and fledging, as nesting eagles are quite sensitive to human activities during these times.
22. Establish an inspection and maintenance approach to ensure these measures are working adequately.
23. Avoid archeological sites by shifting ground disturbance in a particular area, when possible.

La Joya
Independent School District
Superintendent of Schools
201 E. Expressway 83, La Joya, TX 78560

Board of Trustees
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Juan "JJ" Pena, Jr., *Vice-President*
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Irene M. Garcia, Member

September 13, 2012

Hidalgo County
Office of the County Judge
PO Box 1356
Edinburg, Texas 78540
956-318-2600

Dear Honorable Judge Ramon Garcia,

On March 2, 2011, La Joya ISD Board of Trustees approved the participation in the Texas Safe Shelter Initiative. Our district is aware of the county applying for the Hazard Mitigation Grant on our behalf. This letter is our statement claiming full responsibility for the 25% match of dollar requirement of this grant.

Please do not hesitate to contact me if you have any questions. Thank you.

Respectfully submitted,

Alda Benavides

Dr. Alda T. Benavides
Superintendent of Schools

AI-36568 **Community Service Agency 14. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Maribel Navarro, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

1. Requesting approval to accept 2013 CSBG [COMMUNITY SERVICE BLOCK GRANT] Contract No. 61130001583
2. Requesting Electronic Authorization for Reporting process between CHCSA and funding source.

BACKGROUND

1. CSBG FY 2013 -$401,823.00 first quarter amount available for an anticipated year end total of $1,607,292.00 sustaining 75% of the overall operating budget for CHCSA.
2. Request for electronic authorization which allows Executive Director to transmit all programmatic and/or financial reporting between CHCSA and funding source.

Attachments

CSBG 2013 Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 09:11 AM
Ivan Cantu	Ivan Cantu	01/24/2013 09:17 AM
Budget & Management	Obdett Calzada	01/24/2013 09:26 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Maribel Navarro Started On: 01/22/2013 05:24 PM

Final Approval Date: 02/01/2013

RE: FW: 2013 CSBG Contract

From: Monica Badillo <monica.badillo@co.hidalgo.tx.us>
To: mnsaenz@csa-hidalgo.us

Priority: Normal
Date 01-18-2013 12:41 PM

Ok; you may place on agenda and attach the email from Steve.

Thanks,

Monica Badillo, Court Administrator

County of Hidalgo Executive Office

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: mnsaenz@csa-hidalgo.us [mailto:mnsaenz@csa-hidalgo.us]
Sent: Friday, January 18, 2013 12:19 PM
To: Monica Badillo
Subject: Re: FW: 2013 CSBG Contract

Monica attached is the corrected Contract from TDHCA. Please advise...

On January 16, 2013 at 4:53 PM Monica Badillo <monica.badillo@co.hidalgo.tx.us> wrote:

Monica Badillo, Court Administrator

County of Hidalgo Executive Office

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, January 16, 2013 4:38 PM
To: 'Monica Badillo'
Subject: RE: 2013 CSBG Contract

In numbered paragraph 29 the word "not" should be included.

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Wednesday, January 16, 2013 4:06 PM
To: Steve Crain
Cc: Marynel Trevino; mnsaenz@csa-hidalgo.us
Subject: FW: 2013 CSBG Contract

Please review.

Monica Badillo, Court Administrator

County of Hidalgo Executive Office

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: mnsaenz@csa-hidalgo.us [mailto:mnsaenz@csa-hidalgo.us]
Sent: Wednesday, January 16, 2013 3:44 PM
To: Monica Badillo, Commissioners' Court Administrator
Subject: 2013 CSBG Contract

Monica attached is the 2013 CSBG Contract, I believe Steve needs to review the contract before placing on the agenda for approval. Can you forward it for me. Should he or you have any questions please let me know. Thanks...

Maribel Navarro-Saenz
Executive Director
County of Hidalgo Community Service Agency
P.O. Box 204/2524 N. Closner
Edinburg, Texas 78539
ADM:(956) 383-6250 x: 12
FAX: (956) 380-4324
e-mail:mnsaenz@csa-hidalgo.us

Maribel Navarro-Saenz
Executive Director
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P.O. Box 204/2524 N. Closner
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FAX: (956) 380-4324
e-mail:mnsaenz@csa-hidalgo.us

Part_2.html	**Content-Type:** text/html **Size:** 11.23 KB

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. **61130001583** FOR THE
FY 2013 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

This CSBG Contract No. **61130001583** (herein the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, (herein the "Department") and **County of Hidalgo Community Service Agency** a political subdivision of the State of Texas (herein the "Subrecipient") hereinafter (the "Parties").

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2013**, and, unless earlier terminated, shall end on **December 31, 2013** (herein the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Pursuant to Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) (herein the "CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (P.L. 103-252) and the Coats Human Services Reauthorization Act of 1998 (P.L. 105-285); Chapter 2306 of the Texas Government Code (herein the "State Act"); the implementing State regulations under Title 10, Part 1, Chapter 5, Subchapters A (except those sections in Subchapter A that relate to the suspension, reduction, withholding or termination of funding) and B of the Texas Administrative Code, as amended or supplemented from time to time (herein the "CSBG State Rules"); and the Department's guidance related to CSBG; Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§ 9901, 9907 excluding (c), and 9908. Subrecipient agrees to perform all activities in accordance with the annual Community Action Plan (as defined in Section 35 of this Contract); the terms of the performance statement and budget submitted with the annual Community Action Plan approved by the Department as said performance statement and budget may be amended from time to time; the Certifications attached hereto as Exhibit A; all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth. **Subrecipient shall perform non-administrative services under this Contract beginning on January 7, 2013 and continuing until the end of the Contract Term in accordance with the CSBG State Rules, amended to be effective January 7, 2013.** Subrecipient's service area consists of the following counties:

HIDALGO

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's full and satisfactory performance of this Contract, Department shall reimburse the actual allowable costs for administrative expenditures incurred by Subrecipient during the Contract Term and for the actual allowable costs for non-administrative expenditures incurred by Subrecipient on or after January 7, 2013 in an amount up to **$401,823.00** in accordance with the budget as approved by the Department and the terms of this Contract.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.

C. Department's obligations under this Contract are contingent upon the actual receipt of adequate CSBG funds from the U.S. Department of Health and Human Services (hereinafter "HHS") and the State of Texas. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:

1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
2. are not allowable costs, as set forth in the CSBG Act;
3. are not strictly in accordance with the terms of this Contract, including the exhibits;
4. have not been reported to Department within forty-five (45) days following termination of this Contract;
5. are for non-administrative expenses incurred from January 1, 2013 to January 6, 2013; or
6. are not incurred during the Contract Term.

E. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.

F. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for such funds.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Subrecipients may request an advance for up to thirty (30) days. As per the Uniform Grant Management Standards, 34 T.A.C. Chapter 20, Subchapter I (herein "UGMS"), a cash advance must be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.

B. In order to request an advance payment, Subrecipient must submit to Department a properly completed Expenditure Report that includes a request for advance funds (Projected Expenses) together with such supporting documentation as the Department may reasonably request.

C. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursal of such funds by Subrecipient.

D. Subsection 4(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 10 of this Contract.

E. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable non-administrative expenses incurred on or after January 7, 2013 to be used for the exclusive benefit of the low-income population of Subrecipient's service area and for allowable administrative expenditures.

F. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS. All references therein to "local government" shall be construed to mean Subrecipient.

B. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the uniform cost principles for local, state and Indian tribal governments set forth in OMB Circular A-87, as implemented by 2 C.F.R. Part 225 and uniform administrative requirements for governments set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is $500,000 of Federal funds or $500,000 of State funds.

C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the CSBG Act.

D. Subrecipient may incur costs for activities associated with the closeout of the CSBG contract for a period not to exceed forty-five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

SECTION 7. TERMINATION AND SUSPENSION

A. As per 10 TAC 5.206, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. If the Department determines that an Subrecipient has failed to comply with the terms of the Contract, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing suspension.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

C. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.

SECTION 8. USE OF FUNDS

Subrecipient may not use funds under this Contract for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility. This provision may be waived in the Department's sole discretion as outlined in 42 USC 9918(a)(2).

SECTION 9. RECORD KEEPING REQUIREMENTS

A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42.

B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.

D. Subrecipient shall include the substance of this Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

A. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.

B. Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department on or before the fifteenth (15th) day of each month following the reported month in the Contract Term, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.

C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within forty-five (45) days after the end of the Contract and prior to accessing funds in the subsequent fiscal year. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.

D. Subrecipient shall annually submit to Department, no later than forty-five (45) days after the termination of this Contract, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.

E. If Subrecipient fails to submit within forty-five (45) days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract. If Subrecipient receives CSBG funds from Department over two or more contract terms, termination proceedings may be initiated on this Contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.sam.gov/portal/public/SAM/ website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. CHANGES AND AMENDMENTS

A. Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations.

B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

C. The Department must receive any Contract amendment requests in writing no later than forty-five (45) days prior to the end the Contract Term.

SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the UGMS, Common Rule, §_.25 and OMB Circular A-102, Attachment, 2e.

SECTION 13. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract.

SECTION 14. INDEPENDENT SUBRECIPIENT

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract.

SECTION 15. PROCUREMENT STANDARDS

A. Subrecipient shall comply with 45 C.F.R. Part 92.36, UGMS, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this Contract.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

SECTION 16. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing fund through the Community Affairs Contract System, and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 13 of this Contract.

B. In no event shall any provision of this Section 16, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 17. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. Subrecipient shall have an audit conducted in accordance with 45 C.F.R. §92.26, OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the Contract Term in which Subrecipient has expenses of more than $500,000 in state funds or $500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.

2. At the option of Subrecipient, each audit required by this section may cover Subrecipient's entire operations or each department, agency, or establishment of Subrecipient which received, expended, or otherwise administered federal funds.
3. Notwithstanding anything to the contrary herein, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
4. Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit two (2) copies of the audit report to the Department's Compliance and Asset Oversight Division and one (1) copy of the audit report to the Department's Community Affairs Division within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and resolution of findings by the Department or its authorized representative.

B. Notwithstanding anything herein to the contrary, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department, or its authorized representative, to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit. Such financial and compliance audits may occur after the close of the Contract Term.

C. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

D. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.

E. All approved CSBG audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.

F. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

G. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

H. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 18. TRAVEL

Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 19. LITIGATION AND CLAIMS

Subrecipient shall immediately provide Department with written notice of any claim or action filed with a court or administrative agency against Subrecipient arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall provide Department with copies of any and all relevant papers Subrecipient receives with respect to such action or claim.

SECTION 20. LEGAL AUTHORITY

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.

SECTION 21. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract that it is implementing the Drug-Free Workplace Act of 1988.

C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 22. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a (f), Subrecipient shall repay the public subsidy with interest, at the rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 24. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 25. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 26. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

C. Subrecipient will include the substance of Section 26 in all subcontracts.

SECTION 27. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Administrator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 28. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this Contract never been executed.

SECTION 29. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files.

SECTION 30. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 31. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 32. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 33. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or an administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 34. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Exhibit A-- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

SECTION 35. COMMUNITY ACTION PLAN

A. As a condition of receipt of funding under the Act, each eligible entity shall submit annually to the Department a community action plan that includes:

1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
3. a description of how funding under this Act will be coordinated with other public and private resources; and,
4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

B. As a condition of receipt of funding under the Act, each eligible entity shall submit every five years to the Department a community needs assessment.

SECTION 36. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 37. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 38. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 39. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 40. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 41. NOTICE

A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

County of Hidalgo Community Service Agency
P. O. Box 204
Edinburg, TX 78540
Attention: Maribel Navarro-Saenz, Executive Director
Telephone: (956) 383-6250 Fax: (956) 380-4324 Email: mnsaenz@csa-hidalgo.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 41.

SECTION 42. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **January 01, 2013**

County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. **61130001583** FOR THE
FY 2013 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

EXHIBIT A

CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

AI-36590 **IT Department 15. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

County Judge:
Authorization and approval to transfer wireless device and continue wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for the following:

Description:	Device:	Department Name:	Department Account Number:	Plan Description:	MDN:
Transfering From	Data Card	Executive Office	3-1100-413-00-125-001-0-532	Unlimited Data Plan	956-310-1305
Transfering To	Data Card	County Judge's Office	3-1100-415-00-110-006-0-532	Unlimited Data Plan	956-310-1305

BACKGROUND

Attachments

Requisition 229253

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 09:38 AM
Roland Garcia	Rolando Garcia	02/01/2013 08:35 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Griselda Salazar Started On: 01/23/2013 03:51 PM

Final Approval Date: 02/01/2013

Requisition

Req # 00229253

PO #

Date: 01/11/13

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact: Irma Saenz
956-318-2600

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Account Number # 822603189-00021		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	4g Mobile Broadband Unlimited for Public Affairs - Card: 956-310-1305 January - December 2013	37.99	455.88
		Account No	Encumbrance	
		3-1100-413-00-110-006-0-532	455.88	
			Freight	.00
			Total	455.88
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
✓ Office Use *or* Individual	✓ Data Card	Cellular Telephone $50/mo
Name Change	Blackberry	Data Pad $25/mo
Equipment Change	Other:	
Plan Change		
Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# N/A Signature: N/A

Department: County Judge Dept#: 110

Quantity: 1 (956)310-1305

Service: $31.99 /mo (x) 12 months = 455.88 Account: 3-7100-415-00-110-006-0 **532**

Service: $_____ /mo (x) ____ months = _____ Account: _____ **619/664**

Requisition Total: $455.88 **Requisition Number:** 229253

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____ /mo (x) ____ months = _____ Account:_____ **532**

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Yolanda Chapa | Yolanda Chapa | 1-22-13

Signature | Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ | _____ | _____

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Unlimited Data Plan

Commissioner's Court Action: **Commissioner's Court Date:** 2/5/13

Approved Date: _____ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
Office Use *or* Individual	✓ Data Card	Cellular Telephone $50/mo
✓ Name Change	Blackberry	Data Pad $25/mo
Equipment Change	Other:	
Plan Change		
✓ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# N/A Signature: N/A

Department Executive Office Dept#: 125

Quantity: 1 (956)310-1305

Service: $31.99 /mo (x) 12 months = 455.88 Account: 3-1100-413-00-125-001-0-532

Service: $_____/mo (x) ____ months = _____ Account: _____ **619/664**

Requisition Total: _____ **Requisition Number.** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ **532**

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Yolanda Chapa | Yolanda Chapa | 1-22-13

Signature | Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes. Transfering to Co. Judge office

Commissioner's Court Action: **Commissioner's Court Date:** 2/5/13

Approved Date: _____ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-36634 **IT Department 15. B.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Comm. Pct. #2:
Authorization and approval to continue wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Requisition No:	Wireless Device Type:	MDN:	Monthly Plan:	Employee No:	Employee Name:
228256	Cell Phone	956-369-0823	Nationwide Talk Small Business Share 1,400 mins @ $80.00 + $5.00 X 12months = $1,020.00	083909	Ricardo Cuellar
228256	Cell Phone	956-457-5627	Nationwide Talk Small Business Share 1,400 mins @ $9.99 + $5.00 X 12months = $179.88	164313	Eralio Palacios

BACKGROUND

Attachments

Requisition 228256

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 04:55 PM
Roland Garcia	Rolando Garcia	01/31/2013 04:08 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Griselda Salazar Started On: 01/24/2013 03:44 PM

Final Approval Date: 02/01/2013

Requisition

Req # 00228256

PO #

Date: 01/02/13

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: **YOLI CISNEROS**
956-787-1891

Contract No: **#DIR-SDD-604**

Special Instructions:
REQ. #0009

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ADMINISTRATION DEPARTMENT		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	NATIONWIDE TALK SMALL BUSINESS 1400 PLAN FIRST LINE @ $80 (RICARDO CUELLAR) SECOND LINE @ $9.99 (ERALIO PALACIOS)	89.99	1,079.88
1.00	EACH	(.35 OVERAGES)	100.00	100.00
12.00	MONTH	TAXES & FEES	10.00	120.00
		Account No	Encumbrance	
		3-1200-431-00-122-005-0-532	1,299.88	
			Freight	.00
			Total	1,299.88
		BLANKET PO FOR PHONE SERVICE		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Eralio Palacios Employee ID# 164313 Signature: Eralio Palacios

Department: Precinct No.2 Dept#: 122

Quantity: 1

Service: $9.99 /mo (x) 12 months = 119.88 Account: 3-1200-431-00-122-005-0 -532

Service: $5.00 /mo (x) 12 months = 40.00 Account: 3-1200-431-00-122-005-0532 ~~-619/664~~

Requisition Total: $1,299.88 **Requisition Number:** #228256

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Hector Palacios

Signature	Print Name	Date
	Hector "Tito" Palacios	1/23/2013

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Talk Small Business Share 1400

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Ricardo Cuellar Employee ID# 083909 Signature: Ricardo Cuellar

Department: Precinct No.2 Dept#: 122

Quantity: 1

Service: $80.00 /mo (x) 12 months = 960.00 Account: 3-1200-431-00-122-005-0 -532

Service: $5.00 /mo (x) 12 months = 60.00 Account: 3-1200-431-00-122-005-0 -~~619/664~~ 535

Requisition Total: $1,299.88 **Requisition Number:** #228256

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Hector "Tito" Palacios 1/23/2013

Signature | Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Talk Small Business Share 1400

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-36726 **Elections Administration 16. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Requesting approval to apply for the Texas Secretary of State's Countywide Election Precinct Polling Place Program for the November 5, 2013 Constitutional Election.

2. Authorization for Yvonne Ramón, Elections Administrator, to sign Notice of Intent to Participate.

BACKGROUND

Attachments

SOS Memo

Notice of Intent

Report to 83rd Legislature

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 10:43 AM
Roland Garcia	Rolando Garcia	02/01/2013 04:01 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Amanda Valdez Started On: 01/31/2013 03:08 PM

Final Approval Date: 02/01/2013

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

John Steen
Secretary of State

MEMORANDUM

TO: County Clerks/Elections Administrators in Counties Using Only DRE Voting Equipment

FROM: Keith Ingram, Director of Elections

DATE: December 10, 2012

RE: Opportunity to Use Countywide Election Precincts Polling Places in Countywide Elections Held on May 11, 2013 and November 5, 2013 Uniform Election Dates

This memorandum is to remind you of the availability of the countywide election precinct polling place program ("the program") for the May 11, 2013 and November 5, 2013 election dates. Briefly, the deadline to submit your proposed plan (see further details about plans below) to participate in the countywide program for the May 11, 2013 elections is Wednesday, February 27, 2013. If you are interested in participating or if you need more information, please contact Juanita Woods at jwoods@sos.state.tx.us or call our office toll-free at 1-800-252-2216.

Background

Under Section 43.007(i) of the Texas Election Code, the Secretary of State may select six counties with a population of 100,000 or more and four counties with a population of less than 100,000. Collin, Erath, Floyd, Gaines, Galveston, Lubbock, Midland, Swisher, Lampasas and Travis Counties conducted elections using countywide precincts on the most recent November 2012 uniform date.

Eligible counties may apply to use countywide polling places in the following elections: the general election for state and county officers, elections taking place on the uniform election date in May, a constitutional amendment election, and a joint election when holding any of the aforementioned elections with a local political subdivision (i.e., city, school district, etc.).

Minimum Requirements

A county must meet the following minimum requirements: (1) exclusive use of direct recording electronic (DRE) voting systems at all polling places; (2) implementation of a computerized voter registration list that allows instantaneous verification that a voter has not already voted at another polling place; and (3) if the county has not participated in one of the previous countywide election precinct programs, it must hold a public hearing to inform and solicit opinions from voters, minority organizations, and other interested parties (e.g., political parties, political subdivisions within the county, and organizations representing voters with disabilities). A transcript or electronic recording of the hearing must be submitted to the Secretary of State. Although not required by statute, we encourage counties that have previously participated to conduct a new public hearing.

In addition, counties selected to participate in the program must adopt a methodology to determine the placement of the countywide polling places. For an election held in the first year in which the county holds an election under the program, the total number of countywide polling places may not be less than 65% of the number of precinct polling places that would otherwise have been used in the last equivalent election. For subsequent elections, this number drops to 50%.

Communication Plan Required

A selected county must also develop a plan for providing notice and informing voters of the program and of the changes made to the locations of election day polling places that will occur. The county must solicit input from organizations that represent minority voters and voters with disabilities. At a minimum, an election day notice indicating the location of the nearest countywide polling place must be posted at each precinct polling place that was used in the last general election for state and county officers but will not be used in the election under this program. A county's plan to participate in the program must address how the county will handle the following issues:

First, participation in the program represents a change in voting that must be precleared with the U.S. Department of Justice ("DOJ") under Section 5 of the federal Voting Rights Act. DOJ will review the proposed number and locations of the countywide precinct polling places to determine whether they could have any discriminatory effect on the basis of race or language group.

Second, local political subdivisions may hold a joint election with a participating county. State law requires local political subdivisions using the November uniform election date (excluding municipal utility districts located within Harris County or counties bordering Harris County) to use the regular county polling places in the county election precincts that contain territory from their elections. Political subdivisions in participating counties would need to have a presence at each of the countywide polling places at which its voters would be eligible to appear, either through a joint election with the county or establishing its own polling place at each of the locations. Counties that wish to participate in the program will need to demonstrate that the details of local joint elections have been resolved or at least that the governing bodies have agreed that they will resolve such issues.

Third, while Section 43.007 does not explicitly address the question, we believe that the election officials at each of the countywide polling places for elections held on the November general election for state and county officers would need to be appointed according to the same list procedure as Election Day judges and clerks to the extent possible. Again, counties that wish to participate in the countywide program will need to demonstrate that the county commissioner's court and the county chairs have resolved how polling place officials will be appointed.

Finally, Section 43.007(j) requires the Office of the Secretary of State to file a report with the Legislature concerning the countywide program, including a recommendation on the future use of countywide precinct polling places not later than January 1st of each odd-numbered year. All counties that participate in the program will be expected to contribute their specific findings after each election held with countywide precincts, which will be included in the report. The report pertaining to the November 2009 and 2010 elections has been filed with the Legislature and can be found online at this link: http://www.sos.state.tx.us/elections/laws/hb719report.shtml.

Below are the schedules for implementing countywide election precincts for the May 11 and November 5, 2013 elections.

Proposed schedule for implementing countywide election precincts for May 11, 2013 election:

- Thursday, February 28, 2013─Deadline for counties to submit their proposed plan (detailing the county's ability to comply with items 1-3 above) to Secretary of State. Note that counties that have participated in previous countywide election precincts programs are not required to hold a public hearing under Section 43.007(b), though we urge that they do so. Counties that have not previously participated in a countywide program will have to include a recording of the public hearing as part of the proposed plan which will necessitate more lead time for the process which may require them to initiate the process earlier than previously participating counties.

- Friday, March 8, 2013─Deadline for SOS to approve proposed local plans for the program and provide detailed guidance on the information that will be requested from the Secretary of State and that will be included in the final legislative report. The counties will be required to submit this information to the Secretary of State no later than 30 days after the election.

- Tuesday, March 12, 2013─Deadline to submit for preclearance with DOJ if countywide election precincts will be used on May 11, 2013uniform election date.

- Monday, June 10, 2013─Deadline for county clerk/elections administrator to submit election report to Secretary of State.

- Wednesday, January 1, 2014─Deadline for Secretary of State to submit report on program to Legislature.

Proposed schedule for implementing countywide election precincts for November 5, 2013 election:

- Monday, July 24, 2013─Deadline for counties to submit their proposed plan (detailing the county's ability to comply with items 1-3 above) to Secretary of State. Note that counties that have participated in previous countywide programs are not required to hold a public hearing under Section 43.007(b), though we urge that they do so. Counties that have not previously participated in a countywide program will have to include a public hearing as part of the proposed plan which will necessitate more lead time for the process which may require them to initiate the process earlier than previously participating counties.

- Wednesday, July 30, 2013─Deadline for SOS to approve proposed local plans for the countywide program and provide detailed guidance on the information that will be requested from the Secretary of State and that will be included in the final legislative report. The counties will be required to submit this information to the Secretary of State no later than 30 days after the election.

- Wednesday, August 7, 2013─ Deadline to submit for preclearance with DOJ if countywide election precincts will be used at November 5, 2013 general election.

- Tuesday, December 3, 2013─Deadline for county clerk/elections administrator to submit election report to Secretary of State.

- Wednesday, January 1, 2014─Deadline for Secretary of State to submit report on program to Legislature.

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

John Steen
Secretary of State

NOTICE OF INTENT TO PARTICIPATE IN PILOT PROGRAM FOR COUNTYWIDE ELECTION DAY POLLING PLACES

Name of County: Hidalgo

County's Contact Person: Yvonne Ramón
(name)

Elections Administrator
(title)

We hereby notify the office of the Secretary of State of our county's intent to participate in the pilot program for countywide election day polling places.

This Notice is for (choose one):

____ May 11, 2013 (due February 28, 2013)

_X__ November 5, 2013 (due July 24, 2013)

I certify that my county has the technological capabilities to conduct this pilot program in the election designated above. I also understand that the number of precinct polling places used for the pilot program cannot be less than 65 percent of the number of precinct polling places that would otherwise be located in the county for the first election in which the county participates. In subsequent elections, this number drops to 50 percent.

My county will submit its detailed proposed plan by February 28, 2013 for the May 11, 2013 election or July 24, 2013 for the November 5, 2013 election.

_____
Signature of County Elections Official

TEXAS SECRETARY of STATE
JOHN STEEN

Report to the 83rd Legislature Under Section 43.007(j), Texas Election Code, Relating to the Countywide Polling Place Program

Brief Overview

This report is submitted in accordance with Section 43.007(j) of the Texas Election Code, ("the Code") which requires the Secretary of State to file a report with the Texas Legislature no later than the first day of each odd-numbered year regarding specific complaints or concerns filed with the office of the Secretary of State related to counties participating in the countywide election day polling places program ("Program") for the 2011/2012 election year cycle. Under the Program, counties were eligible to apply to use countywide voting locations (also known as "super precincts" or "vote centers") for elections held on the November 2011 and 2012 uniform election dates and elections held countywide on the May uniform election date, instead of providing polling places at each regular county election precinct. Participation in the Program is limited to those counties that exclusively use direct recording electronic ("DRE") voting systems and provide a computerized and linked voter registration list at each countywide polling place.

Background

House Bill 758 was enacted by the 79th Texas Legislature and required the Secretary of State to establish a pilot program in one or more counties as a test of the countywide voting location concept. Lubbock County was the only county to participate, successfully running a countywide polling place pilot for the November 2006 General Election for State and County Officers.

In the next regular legislative session, the 80th Texas Legislature enacted House Bill 3105, authorizing another pilot program for the 2008 election year. The pilot was limited to elections held countywide on the May uniform election date and the November 4, 2008 General Election for State and County Officers, excluding the March and April 2008 Primary Elections. House Bill 3105 contained a number of changes from the previous legislation. Specifically, it added language requiring the county to adopt a methodology for determining its polling place locations and limited participating counties to reducing the total number of polling places to no more than fifty percent of the number of precinct polling places that would normally be used in the county. Only Lubbock and Erath Counties participated in the House Bill 3105 program.

House Bill 719 was enacted by the 81st Texas Legislature, and it made the pilot program permanent. It added language requiring a county to retain 65 percent of the number of precinct polling places that would normally have been used in its elections in the county's first election using countywide polling places. Additionally, House Bill 719 limited the Secretary of State to choosing three counties with a population of 100,000 or more and two counties with a population of less than 100,000 for each election under the pilot program. (House Bill 2194, enacted in the 82nd Legislature, increased the number of counties in the Program to six counties with populations of 100,000 or more and four counties with populations of less than 100,000.)

Finally, House Bill 719 required the Secretary of State to continue the countywide election day polling places program for the 2009/2010 election cycle. Under the Program, counties were eligible to apply to use countywide voting locations (also known as "super precincts" or "vote centers") for elections held on the November 2009 and 2010 uniform election dates and for elections held countywide on the May uniform election date, instead of providing polling places at each regular county election precinct. Participation in the Program was limited to those counties that exclusively used direct recording electronic ("DRE") voting systems and provided a computerized and linked voter registration list at each countywide polling place.

Four counties were selected for the November 3, 2009 uniform election date: Collin, Erath, Galveston, and Lubbock Counties. Four counties were selected for the November 2, 2010 General Election for State and County Officers: Collin, Erath, Lubbock and Madison Counties. Each county was required to file a report with the Secretary of State regarding the implementation in their county, and all the county reports will be available on the Secretary of State website.

"Successful" Countywide Precinct Program

House Bill 2194, enacted by the 82nd Texas Legislature, created a new process for counties that have used the countywide election precinct method of voting. Prior law required counties to apply to use countywide election precincts election-by-election. The change adds Section 43.007(k) (2) to the Code to allow counties to move forward in using countywide election precincts without approval from the Secretary of State.

Six Texas counties applied for and met the Secretary of State's requirements for the "successful" countywide precinct polling place designation. They include Erath County, Gaines County, Galveston County, Lubbock County, Midland County and Travis County. Additional information is provided later in this report.

Implementation of Current Program

Five counties were selected for the November 8, 2011 uniform election date: Gaines, Galveston, Lubbock, Midland and Travis Counties. Five counties were also selected for the November 6, 2012 General Election date: Collin, Eastland, Floyd, Lampasas and Swisher Counties (in addition to the six "successful" counties named above). Each of these counties was required to file a report with the Office of the Secretary of State regarding the implementation in their countywide polling locations.

Countywide Precinct Polling Place Program Participants

Collin County

According to the 2010 Census, Collin County's population is 812,226.

2011

Collin County's initial election under the pilot program was in the November 3, 2009 Constitutional Amendment Election. In the Constitutional Amendment Election held on November 6, 2007, Collin County used 59 county election polling places. For the November 3, 2009 Constitutional Amendment Election, the county used 57 countywide election day polling places. In 2010, Collin County used 72 election day vote centers for the November 2, 2010 General and Special Election. The county used 57 election day vote centers for the November 8, 2011 Constitutional

Amendment Election and 67 election day vote centers for the November 6, 2012 General Election.

Turnout Trends

Collin County used 57 vote centers on election day for the November 8, 2011 Constitutional Amendment Election. An analysis of turnout trends for constitutional elections in 2009 and 2011 points to a stark disparity in voter turnouts for those years. This may or may not be related to the issues on the ballot. Reports indicate a 7.48% turnout of voters for 2009, compared to 3.12% in 2011 for the Constitutional Amendment Election.

Public Feedback

After the election, the county solicited feedback from election day judges and alternate judges on things that went well, things that did not, and suggestions for improvement. The election report contains emails from the judges and clerks praising the county IT Team and the addition of extra election clerks to each location. Voter emails indicated overall support for the countywide vote centers though some voters did complain that some of the locations should have been larger so that voters didn't have to wait in line so long. Several vote centers had long lines of voters waiting to vote before the polls opened and well after the 7:00PM closing time. Technicians assigned to 47 of the vote centers were kept busy at the start of the morning working electronic pollbook issues (not a vote center issue). A resolution was in place by 8:30 AM and the fix was deployed across the county by 9:00 AM. Sheriff's deputies and constables deputies were available to transport staff to locations as needed.

2012

In 2012 Collin County used 67 election day vote centers for the November 6, 2012 General Election. Feedback solicited from election judges and workers reflected their satisfaction with the vote center concept. The county added election supply cabinets to provide an additional layer of security for voting machines (DRE's) during transport and while in storage at the election facility. The cabinets also provided room to arrange election supplies for easy use by election officials. Technicians were deployed to 44 election day vote centers and additional IT support staff was available if needed. Approximate wait times were posted to the web site for each location in an effort to guide voters to locations with shorter wait times. Overall, voter responses indicated that the vote center concept adds more convenience and flexibility to the voting process.

Turnout Trends

An analysis of Collin County turnout trends for general elections in 2008 and 2012 were roughly the same for both precinct specific polling places and for vote center elections (+/- 1%). This could indicate a desire by voters for convenience and flexibility in their choice of voting locations; with no adverse effect on the use of countywide precincts.

Eastland County

According to the 2010 Census, Eastland County's population is 18,583.

2012

Eastland County's initial election under the Program was in the November 6, 2012 General

Election. The county used 9 countywide precinct polling places for the November 6, 2012 General Election. In the previous general election held on November 4, 2008, Eastland County used 9 physical election day polling places.

Turnout Trends

For the November 6, 2012 General Election Eastland County reports an overall voter turnout of 64.5%. This number is comparable to the 64.3% voter turnout for the 2008 General Election. The smaller 43.8% voter turnout for the 2010 General Election reflected trends across the state.

Public Feedback

Eastland County's 2012 post-election feedback report requests that the legislature make vote centers an option for joint primary elections when both parties hold a Joint Primary election and agree to the use of vote centers. The Eastland County countywide precinct report states that using vote centers would make less confusion on voters where to vote in all elections, including special general and primary elections.

Floyd County

According to the 2010 Census, Floyd County's population is 6,446.

2012

The November 6, 2012 General Election marks Floyd County's second time participating in the Program. The county participated in the Program for the November 8, 2011 Constitutional Amendment Election.

Turnout Trends

Floyd County had a 49% turnout of registered voters for the November 6, 2012 General Election compared to a 5.41% turnout for the November 8, 2011 Constitutional Amendment Election and a 35.6% turnout of registered voters for the November 2, 2010 General Election.

Public Feedback

Public feedback from Floyd County was limited. Positive feedback about using vote centers in the 2012 general election indicated that voters liked the flexibility that vote centers provided and that voters were receptive to the idea of using vote centers in future elections. One of the county Commissioners expressed concern about the decision to hold one of the countywide polling places at the First Baptist Church in Floydada, Texas. According to the Floyd County post-election feedback report, the Commissioner thought that using a church as a polling place would be a deterrent for some voters.

Floyd County also received a complaint from a voter who said he didn't know about the changes in voting locations, though the county feedback report indicates that changes to polling locations were advertised in the local paper and signs were hung at local businesses and at former polling locations.

Lampasas County

According to the 2010 Census, Lampasas County's population is 19, 677.

2012

The November 6, 2012 General Election was Lampasas County's first experience using vote centers. The county elections department put a lot of time and effort into preparations to ensure it was prepared for any surprises on election day. First, the county purchased a disability accessible building with improved parking across the street from the City Hall Building, which was a previously used voting site.

To publicize the use of vote centers across the county, and to encourage the use of early voting in person and the use of ballots by mail for qualified voters the county prepared articles on vote centers which were advertised in the local newspapers in Lampasas County and in surrounding counties. The Lampasas County Elections Administrator discussed the use of vote centers in public commissioners court meetings and provided county department heads with information to disseminate at local meetings. To increase visibility, the county posted 4x4 foot signs along the roads leading to the vote centers. Flyers were posted and provided to the public to provide additional information and locations of vote centers during the voter registration drive held at the Lampasas Wal-Mart in September 2012. Additionally, presentations were made to the local Kiwanis Club and Democrat and Republican Party Labor Day picnic, luncheons and leadership meetings.

The county elections department also coordinated with the county's IT tech group to test all technical and electronic aspects of each vote center location during the months of September and October. This testing revealed several important issues: all E-Pollbooks required software adjustments to enable driver's license scanners; problems with continuous internet connections at one location which were solved by placing a temporary "Hot Spot" outside the building to increase the strength of the internet signal.

Planning for equipment, staffing and anticipated crowds led to the addition of 3-4 DREs per vote center, a decrease in the number of elections clerks in each vote center, and the decision to avoid confusion at check-in by using one check-in point at each vote center instead of two.

Finally, Lampasas County employed three different kinds of training classes for election workers. One was a general training for judges, alternate judges and clerks, which included reviewing the electronic ballot on the eSlate and JBC, reviewing various voter and equipment scenarios that might happen during the election, and having each vote center judge and alternate meet with their assigned Clerks to discuss details of the duties assigned. The second training was early voting training with the elections administrator and early voting deputy clerks to discuss unique aspects of early voting and other related issues. The third training was held with vote center workers and IT tech members to review various scenarios in hands-on test situations. Trainees also practiced computer set up and take downs, setting up the e-Pollbooks, scanning voter registration certificates and driver's licenses, using labels on combination forms and forwarding labels to the JBC, common name lookups, and other check-in voter situations.

Turnout Trends

Lampasas County had a 39% voter turnout for the November 4, 2008 General Election and a 39% voter turnout for the November 6, 2012 General Election. Vote Center cross-over voting (election day voters who voted in a location other than their "assigned" precinct) revealed that 51% of the election day voters voted in other than their "assigned" precincts.

Public Feedback

Voters returned 508 of the voter surveys that were handed out as voters left the vote centers. Most of the surveys (466 or 92%) were positive to all questions asked. The voters submitting negative comments (42 or 8%) listed vote center related complaints such as voting lines were too long; sites needed more voting booths; sites should have more clerks to help check in voters, help with elderly or disabled voters and move the lines along; sites should have included more check-in tables and voting machines needed to be repositioned so voters would have more privacy.

Other vote center-related complaints included long lines in some locations; the Adamsville location dropped its internet signal at 7:00AM but was successfully reconnected within 5 minutes and retained the internet connection throughout the remainder of the day; insufficient parking at the Kempner location.

Swisher County

According to the 2010 Census, Swisher County's population is 7,854.

2012

Swisher County participated in the Program for the first time during the November 6, 2012 General Election. Prior to the November 6, 2012 election Swisher County used 8 polling locations for elections. Swisher County consolidated the 8 precincts into 5 countywide vote centers.

Turnout Trends

The election day turnout for the November 6, 2012 General Election was 29% as compared to the November 4, 2008 General Election, which had a 31% registered voter turnout.

Public Feedback

Swisher County attached the results from each vote center on a random survey that was completed by voters. A combined total of 268 voters completed the survey. One of the questions asked voters if they would like to continue the use of vote centers for future general elections. The county reports that 256 voters (95%) responded with yes. Seven voters (3%) responded no and 5 voters (2%) did not answer the question.

Swisher County reports that wait times for voters were drastically reduced by having experienced election workers and by using tablets to verify voter registrations. Only one vote center had problems getting voters signed in and ready to vote in a timely manner. No voter irregularities were reported from Swisher County for the November 6, 2012 General Election.

Report on "Successful" Countywide Precinct Program Designees

As mentioned previously, House Bill 2194 created a new process for counties that previously have used the countywide election precinct method of voting. Prior law required counties to apply every election to use countywide election precincts. The change added Section 43.007(k) (2) to the Code to allow counties to move forward in using countywide election precincts without prior approval from the Secretary of State if they are designated as "successful" by the Secretary of

State.

The Legislature did not define what constitutes prior successful participation. After reviewing reports of past elections under the program and to ensure citizens and interested groups have an opportunity to express their views on whether the county should continue to use countywide precinct polling places for its elections, the Secretary of State has created the following requirements for counties to apply for successful status:

1. The county must have held at least one election under the program and filed its post-election report with the Secretary of State.
2. The Secretary of State must have received no major complaints supported by evidence in the county's election(s) using countywide election precincts.
3. The county commissioners court must hold a public hearing on the use of countywide precincts and provide specific written notice of the hearing to all county party chairs, local political subdivisions, and affected public interest groups.
4. The county judge shall submit a letter to the Secretary of State applying for a determination of successful status, along with a recording or transcript of the public hearing.

Six Texas counties applied for and met the Secretary of State's requirements for the "successful" countywide precinct polling place designation. They include Erath County, Gaines County, Galveston County, Lubbock County, Midland County and Travis County.

Erath County

According to the 2010 Census, Erath County's population is 37,890.

2012

On July 25, 2012 , Erath County was designated as having conducted a successful countywide precinct polling place program and was authorized to continue to hold its elections using countywide precinct polling places subject to the approval of the county commissioners court.

Turnout Trends

Erath County's election day voter turnouts for the November 4, 2008 and November 6, 2012 General Elections were 27.9% and 22.3%, respectively. The election day voter turnout for the November 2, 2010 General Election was 22.4%.

Public Feedback

Erath County reports that voters are happy with the convenience of using vote centers. Specifically, voters expressed delight about being able to cast their ballot in any of the eleven vote center locations within the county instead of being restricted to a single polling place.

Gaines County

According to the 2010 Census, Gaines County's population was 17, 526.

2012

Gaines County was designated a successful countywide precinct polling place program election

county on June 19, 2012 and was authorized to continue to hold its elections using countywide precinct polling places subject to the approval of the county commissioners court.

Turnout Trends

Gaines County's total voter turnout was reduced to 54.9% for the November 6, 2012 General Election as compared to the 59.3% turnout for the November 4, 2008 General Election.

Public Feedback

The Gaines County Clerk provided numerous letters of support from the local business community. The letters expressed satisfaction and support for continued use of the Program in future elections. The support letters came from local leaders such as the Gaines County Republican Party Chairman, the owner of the local funeral home, the Gaines County Veterans Service Officer, a school district superintendent, a city secretary and the Materials Management Officer of the Seminole Hospital District.

Galveston County

According to the 2010 Census, Galveston County's population is 295,747.

2011

Galveston County's initial use of countywide vote centers was in the November 3, 2009 Constitutional Amendment Election. In that election, county used 6 election day vote centers. In the course of the election, Galveston County encountered two significant issues that adversely affected the election. The first issue - a problem maintaining interconnections at each polling location arose from the County's utilization of a home grown IT program that relied heavily on connecting to the County server through the use of Internet air cards. In the November 3, 2009 Constitutional Election county elections officials did not actually go to each polling location to ensure there would be connectivity. They did so in 2011. In an effort to avoid a repeat of the connectivity issues that plagued the 2009 election Galveston County added Verizon MiFi (Internet "hot spots") to ensure sustained connectivity of all electronic poll books for the November 2011 Constitutional Amendment Election. For additional back-up, the county added a complete copy of the voter registration list which would allow election workers to process voters even if they encountered connectivity issues. The second issue that adversely impacted the County's 2009 election was the receipt of several post-election complaints from Disability Rights Texas (formerly known as Advocacy Inc.) that some of the 2009 polling locations were not in compliance with the Americans with Disabilities Act (ADA). Galveston County initially discounted the complaints because the presiding judge at one of the locations listed was wheel-chair bound but was able to enter the polling location independently. In preparation for the 2011 uniform election Galveston County elections officials invited members from Disability Rights Texas to do walk-throughs of all of their election polling locations and to make recommendations that would ensure each location was ADA compliant. The county made adjustments to make sure all ADA recommended corrections were made before the 2011 election – including choosing alternate locations when ADA requirements could not be met. As a result of the changes, Galveston County's November 2011 Constitutional Amendment Election was a success.

Turnout Trends

Galveston County's registered voter turnout for the November 8, 2011 Constitutional Amendment

election was 7.3% as compared with voter turnout of 3.2 for the November 3, 2009 Constitutional Amendment Election.

Public Feedback

The Galveston County Elections Department's post-election feedback report included accolades for the Elections Divisions' efforts and for the use of vote centers from both the Republican and the Democratic Party Chairmen, the City Secretary, the area NAACP Organization, local church leaders and election judges.

2012

Galveston County was designated a successful countywide precinct county on June 19, 2012. Despite having conducted a successful vote center election in 2011, Galveston County vote centers experienced major problems running zero-tapes at all countywide precinct locations on the morning of the November 6, 2012 election. By 8:30 AM, on election day, only 75% of polling places were up and running. The county reports that all of the 45 countywide polling place locations were up and running by noon. Closing time for locations were extended to 8:54PM to give voters who had not been able to vote in the morning hours the opportunity to vote during the extended hours. Despite complaints about long waits on election day, public support for the use of countywide precinct polling locations remains high in Galveston County, as evidenced by statements submitted with the county report.

Lubbock County

According to the 2010 Census, Lubbock County's population is 287,831.

2012

The use of countywide vote centers for the November 6, 2012 General Election represents the eighth time that vote centers have been used successfully in Lubbock County. The county was designated a successful countywide precinct polling place county on June 19, 2012. Lubbock County was the first county in Texas to seek and receive approval for use of the Program, and the county has successfully used the program in qualifying elections since 2006.

Turnout Trends

On November 6, 2012, Lubbock County 27.8% of voters cast their ballots on election day at 33 vote centers. Prior to the use of vote centers, Election Day voters in Lubbock County were assigned to one of 69 polling locations. Election day voter turnout for the November 4, 2008 election was 23.9%.

Public Feedback

The Lubbock County business community provided overwhelming feedback support for the continued use of vote centers in city and county elections. Letters addressed to the Lubbock County Elections Administrator commended the county elections office for its work making vote centers available to the voters. Most letters expressed an appreciation for the ease of use and the convenience that vote centers add to the voting process. The Secretary of State did not receive any complaints about the use of vote centers in Lubbock County.

Midland County

According to the 2010 Census, Midland County has a population of 136,872.

2012

Midland County was designated a successful countywide polling place county on July 25, 2012. Midland County used the countywide polling place program for the first time in the November 8, 2011 Constitutional Amendment Election. The November 6, 2012 General Election was Midland County's second time using the Program. While a total of 20 vote centers were used for the November 6, 2012 General Election, only 10 vote centers were used for the November 8, 2011 Constitutional Amendment Election.

Turnout Trends

Midland County's Election Day voter turnout for the November 6, 2012 General Election was 17.5% which was slightly lower than the election day turnout for the November 4, 2008 General Election.

Public Feedback

After the completion of the November 6, 2012 General Election the County Elections Administrator reports that she did not receive any negative feedback regarding the use of vote centers. Her report indicates that all of the comments received were both complimentary and positive for using the vote centers.

Travis County

According to the 2010 Census, Travis County's population is 1,024,266.

2012

Travis County was designated a successful countywide polling place county on June 19, 2012. Travis County conducted its first vote center election during the November 8, 2011 Constitutional Amendment Election. During the November 6, 2012 General Election Travis County operated 207 vote center polling places. One central Travis County site was labeled a "mega site" and offered 30 voting booths and additional staffing to reduce lines and wait times.

Turnout Trends

Travis County's election day voter turnout for the November 6, 2012 General Election was 23.9%. This is slightly lower than it was on November 4, 2008 when the election day voter turnout was 24.9%. Election day voter turnout for the November 8, 2011 Constitutional Amendment Election was 5.11% of total registered voters.

Public Feedback

Travis County received feedback from voters, election workers and representatives of local jurisdictions via phone, email and Facebook. Comments indicate that vote centers are deemed highly successful, and voters across the county expressed enthusiastic appreciation for the ability to vote in any polling location.

Recommendations to the 83rd Texas Legislature

After six cycles of the countywide polling place Program, there is still a relatively small sample size from which to make observations and recommendations.

First Recommendation

The Secretary of State notes that several of the participating counties suggested that counties be allowed to use the countywide election polling places in primary joint elections, conducted under Section 172.126 of the Code. County Clerks and Elections Administrators expressed their beliefs some county voters may become confused when the county has to return to normal election day precinct procedures for the primary when the county has taken part in multiple countywide Programs and worked to educate its voters on the countywide election polling place concept. Accordingly, the 83rd Texas Legislature may wish to explore ways to extend the scope of the use of the program to include Joint Primary elections when both parties are in agreement on the use of vote centers.

Second Recommendation

The Secretary of State also suggests the Legislature examine whether to require the first election at which countywide polling places are used be an election other than the November general election for state and county officers. This change would allow county election officials, local political subdivisions within the county, and the voters of the county to become familiar with the concept and in effect run a smaller scale election with countywide election day polling places before deciding whether the county should apply to use the countywide polling places in a November General Election.

Overall Observations

For the moment, countywide polling places effects on voter turnout are difficult to gauge. However, anecdotal evidence from the participating counties, along with the turnout percentages, suggest countywide election polling places offer a way to ensure that voters who plan to vote in the election have an increased opportunity to do so much as with early voting.

The challenges that have arisen with countywide polling places appear to predominate in larger counties with higher turnouts. If the countywide polling place does not have sufficient equipment and personnel, delays can occur. The bottlenecks have seemed to occur not in the availability of the DRE voting systems, but at the voter qualification point, either due to the number of electronic poll books and laptops or backups for when those devices fail. As Galveston County noted in its report, this may point to the need for an increased investment in equipment. However, with the number of polling places reduced and the voting machines congregated at a countywide polling place, the counties have been able to provide an adequate number of voting systems. A larger county may need to invest in more electronic pollbooks, more backup laptops, and more election personnel at each polling place. Some of these observations may be reflective of the fact that most counties purchased DREs with their HAVA compliance funds while they acquire poll books on their own with non-federal funds.

Statutory considerations

- Explore possible ways to extend the scope of the use of the program to include Joint Primary elections conducted in accordance with Section 172.126 of the Code when both

parties are in agreement on the use of vote centers.

- Examine whether the elections eligible for first participation should be elections in addition to the November general election for state and county officers.

KI: MH: jw

AI-36598 **Texas Agri-Life Extension Serv. 17. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Presentation of certificate to Commissioner Hector "Tito" Palacios for attending the District 12 Continuing Education Conference for County Officials in Laredo, TX on December 12, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact to Co.

Attachments

Certificate and Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 09:47 AM
Ivan Cantu	Ivan Cantu	01/31/2013 11:05 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Nora Linda Cruz Started On: 01/23/2013 04:41 PM

Final Approval Date: 02/01/2013

CERTIFICATE OF PARTICIPATION

The Texas A&M AgriLife Extension Service

Awards This Certificate To

Hector "Tito" Palacios

For Successfully Completing 5.5 Hours of Educational Training

During the

District 12 Continuing Education Conference for County Officials

December12, 2012
Laredo, Texas

TEXAS A&M AGRILIFE EXTENSION

Douglas E. Steele, Director, Texas A&M AgriLife Extension Service

Rick Avery, Director, V.G. Young Institute of County Government

Ruben Saldaña, District Extension Administrator
Texas A&M AgriLife Extension Service

V.G. YOUNG *Institute of* County Government

TEXAS A&M AGRILIFE RESEARCH
AND EXTENSION CENTER AT WESLACO

TEXAS A&M AGRILIFE EXTENSION

January 15, 2013

MEMORANDUM

TO: Selected County Extension Agents

SUBJECT: Continuing Education Certificates for County Officials

Enclosed please find certificates for county officials who recently attended the District 12 Continuing Education Conference for County Officials in Laredo on December 12, 2012. I appreciate your support of this important event and your efforts to advertise and encourage your court members. Please present these certificates at the next available Commissioners Court meeting or as appropriate to ensure they receive both the notice of credit and our appreciation for attending. Please let me know when you've completed this task and advise me of any feedback you receive.

Sincerely,

Ruben J. Saldaña, Ed.D.
District Extension Administrator
South District 12

RJS:lg

South District 12
Texas A&M AgriLife Extension Service
2401 E Business Hwy 83 | Weslaco, Texas 78596

Tel. 956.968.5581 | Fax. 956.969.5639 | southtexas.tamu.edu

Educational programs of the Texas A&M AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

AI-36600 **Texas Agri-Life Extension Serv. 17. B.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Discussion of the South Texas Master Gardeners Educational Garden ongoing project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact to Co.

Attachments

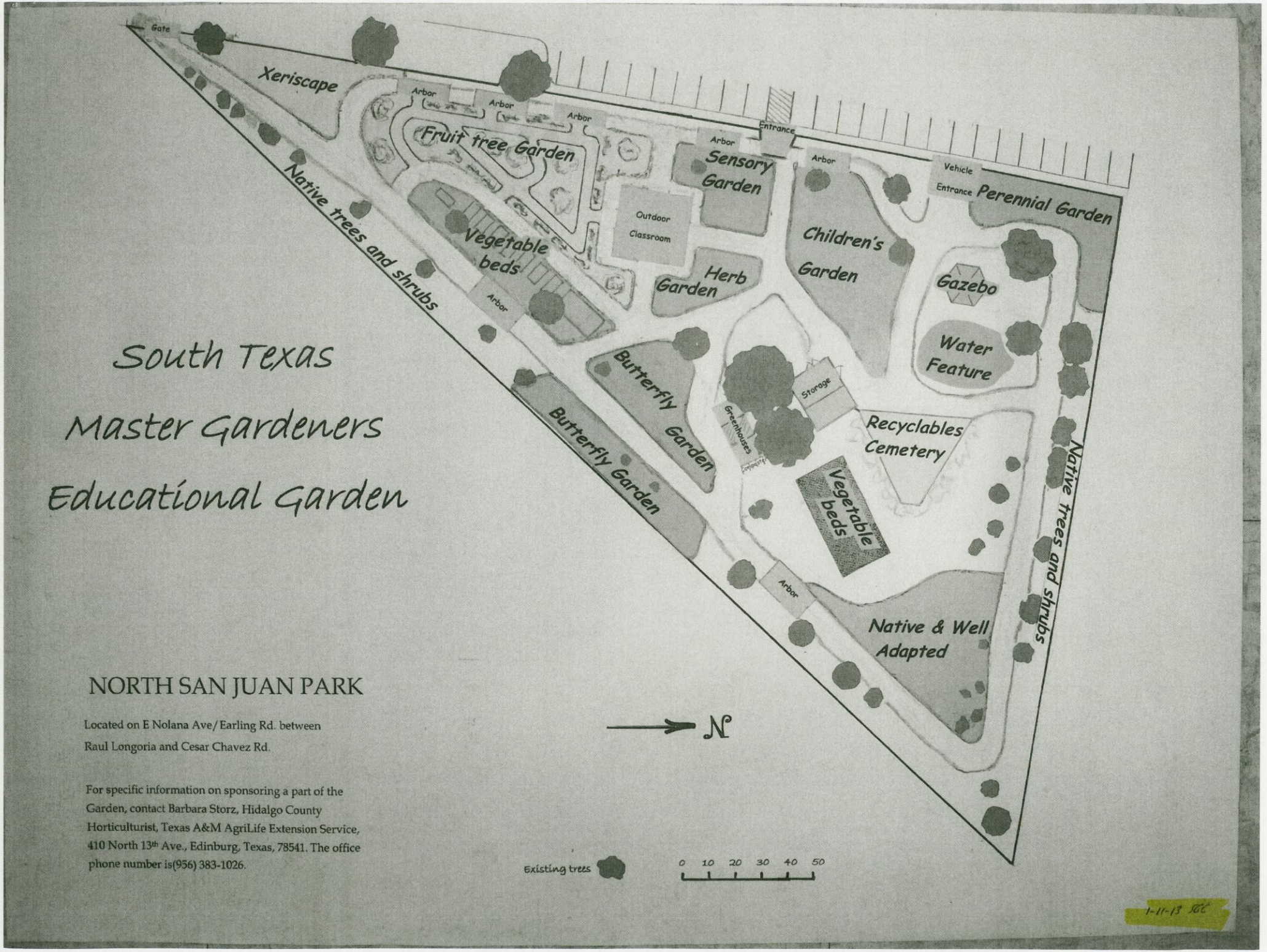
Garden Layout

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 09:58 AM
Ivan Cantu	Ivan Cantu	01/31/2013 01:29 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Nora Linda Cruz Started On: 01/23/2013 05:00 PM

Final Approval Date: 02/01/2013


Gate
Xeriscape
Arbor
Arbor
Arbor
Fruit tree Garden
Native trees and shrubs
Entrance
Arbor
Sensory Garden
Arbor
Vehicle Entrance
Perennial Garden
Outdoor Classroom
Vegetable beds
Herb Garden
Children's Garden
Gazebo
Arbor
Water Feature
Butterfly Garden
Storage
Greenhouses
Recyclables Cemetery
Butterfly Garden
Vegetable beds
Native trees and shrubs
Arbor
Native & Well Adapted
South Texas
Master Gardeners
Educational Garden
NORTH SAN JUAN PARK
Located on E Nolana Ave/Earling Rd. between
Raul Longoria and Cesar Chavez Rd.
For specific information on sponsoring a part of the Garden, contact Barbara Storz, Hidalgo County Horticulturist, Texas A&M AgriLife Extension Service, 410 North 13th Ave., Edinburg, Texas, 78541. The office phone number is(956) 383-1026.
N
Existing trees
0 10 20 30 40 50
1-11-13 JGC

AI-36674 **Right of Way 18. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration and Approval to purchase a certain tract of land also known as Parcels 14 &17 for the Minnesota Drainage Project. (Pct.2)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-431-00-122-058-0-711

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pct. 2 Funding Project - funding available is $140,003.74 in year 12 account, pending carryover to year 13.

Purchase - Parcel 14 ($27,030.00) & Parcel 17 ($62,970.00)

Attachments

Pct.2 Drainage Project- Parcels 14 & 17

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/30/2013 03:09 PM
Roland Garcia	Rolando Garcia	02/01/2013 09:32 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Rebecca Gomez Started On: 01/29/2013 02:03 PM

Final Approval Date: 02/01/2013

COUNTY of HIDALGO
Precinct No. 2



Hector "Tito" Palacios
County Commissioner

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Right of Way Department

TE: February 5, 2013

RE: Minnesota Drainage Project (Parcel # 14)
J. Robert Velado and wife Constance Velado

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value:	$ 25,171.00
Settlement Request:	$ 27,030.00
Difference to Landowner	$ 1,859.00

Commissioners Court Executive Session February 4, 2013

Approved; _____ 1/29/13

Not Approved; _____

Administration Office
300 West Hall Acres, Suite G
Pharr, TX 78577
Tel: 956-787-1891 Fax: 956-787-4683

Precinct 2 Shop
301 E. State St.
Pharr, TX 78517

January 23, 2013

Mr. Lupe Rodriguez and Mr. Jaime Salinas
Right of Way Agent Precinct #2
Hidalgo County ROW Department
300 West Hall Acres, Suite G
Pharr, Texas, 78577

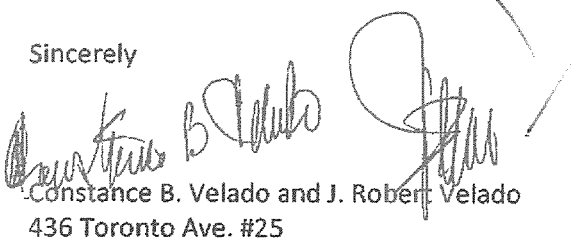
RE: County of Hidalgo
Federal Project No: N/A
ROW GLO: 10-5066-000-5043
Parcel 14
And
County: Hidalgo
Federal Project No: N/A
ROW GLO: 10-5066-000-5043
Parcel: 17

Dear Mr. Salinas and Mr. Rodriguez,

It is a great pleasure meeting with you yesterday at your office. As per our agreement on the price for the two above mention parcels. This letter is a confirmation that we will accept $90,000.00 from the county for both parcels.

Again thank you and your department for the professionalism executed in this matter.

Sincerely



Constance B. Velado and J. Robert Velado
436 Toronto Ave. #25
McAllen, Texas 78503-3002
956 467 5013

Form ROW-A-6
(Rev. 11/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along the northern frontage of Minnesota Road, West of Cesar Chavez Road, San Juan, Texas	District: Pharr
Property Owner: J Robert Velado and Constance Velado	ROW CSJ: N/A
Address of Property Owner: 436 Toronto Avenue, Apt 25, McAllen, Texas 78503	Parcel: 14
Occupant's Name: Vacant	Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition	Highway: Minnesota Drain Ditch County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $25,171.00 as of February 2, 2012and September 15, 2012, based upon my independent appraisal and the exercise of my professional judgment; on February 2, 2012 and September 15, 2012, (date)(s), I personally inspected in the field the property herein appraised; I afforded J Robert Velado , the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 2, 2012 , I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

November 27, 2012
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

* A 6 *

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 2 Honorable Hidalgo County Commissioner Hector "Tito" Palacios and the Texas Department of Transportation, Southern Region. The part to be acquired is for the expansion of an existing drain ditch centrally located between Owassa Road and Minnesota Road. The intended use of the report is to assist Jaime Salinas, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Jaime Salinas shall be the project manager for this project under the direction of Honorable Hector "Tito" Palacios, County Commissioner of Precinct No. 2. Mr. Salinas has a local office located at 301 E. State Street, Pharr, Texas and can be contacted at (956) 283-8134. As per email received by Jaime Salinas on October 17, 2012 requested for this appraiser update said report in order to include the relocation of the San Juan Utility Easement.

Scope of the Assignment

By work order number 667977 dated December 20, 2011 on behalf of the Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 317 East Park Avenue, Pharr, Texas. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Minnesota Road, Owassa Road, and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the County of Hidalgo. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through negotiations. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of January 3, 2011. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the northern property line north of the northern frontage of Minnesota Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

During the analysis of the subject property it was determined that the overall land area of 20.00 acres shall be utilized as the economic unit of the subject property for the analysis of the part to be acquired. This land area is indicative of the market trends within the immediate area and shall be utilized for the direct sales comparison approach to value in order to determine the current market value of the whole. Once the unit rate for the subject is established, a pro-rata part of the whole is applied the determination of the part to be acquired. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition were indicated to have an economic unit range of 10.00 acres to 21.09 acres.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 1.271 acres (55,365 square feet), of which 0.350 acre is located within a private drainage ditch located along the northern property line of the subject property. The part to be acquired is encumbered by a 0.109 acre combined M.V.E.C Easement and City of San Juan Easement, leaving a net 1.162 acre (50,617 square feet) of land owned in fee simple. The proposed acquisition has approximately 660.00' lineal feet of frontage along the northern property line of the subject property. In addition to the portion to be acquired by the County of Hidalgo, an additional portion as seen in Inset A of the survey provided indicates a 0.014 acre tract of land located outside the County of Hidalgo part to be acquired of which shall be purchased for a utility easement for the City of San Juan this is for the relocation of said existing easement located within the part to be acquired and required to be relocated outside of the part to be acquired by the County. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use for single family residential development. This use is based on the local market trends along Minnesota Road and Owassa Road. This highest and best use is further explained on page 3.1 of this report.

1.176

To Be Acquired	**1.285 Acres**
	55,966 Square Feet

Legal Description: Part To Be Acquired

Being a 1.271 of an acre of land out of the East half (1/2) of Lot 6, Block 47, Alamo Land Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas and additional 0.014 acre tract of land to be utilized for a proposed 20.00 City of San Juan Easement. (Legal for 0.014 acre tract not provided)

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas and accessed via internet www.hidalgoad.org. The subject property was indicated to be under the ownership of J Robert Velado. This was found under the tax account A1800-00-047-0006-00.

OWNER OF RECORD	J ROBERT VELADO
PROPERTY TAX IDENTIFICATION NO.	112801
IMPROVEMENT VALUE	$0
LAND VALUE	$143,810
ASSESSED VALUE	$7,900
EXEMPTIONS	AG

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property. Further research through the FEMA Mapping Service indicated the subject property is located within a flood prone area designated as Zone "AH" as indicated by FEMA Panel No. 4803340425C.

Utility Services Available

The subject property is located in a region, which contains, water, electricity, cable, and phone service, which is typical of the market area. As per the Utilities Department of San Juan, municipal water lines are located along Minnesota Road. These lines are located along Minnesota Road from Raul Longoria Road to Primavera Subdivision, which marks the current City of San Juan city limits. The land east of Primavera Subdivision is within the City of San Juan's Extra Territorial Jurisdiction (ETJ), however water is supplied by North Alamo Water Supply. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired. In addition to the relocation of utilities an additional 30' x 20 easement in the name of the City of San Juan is required.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

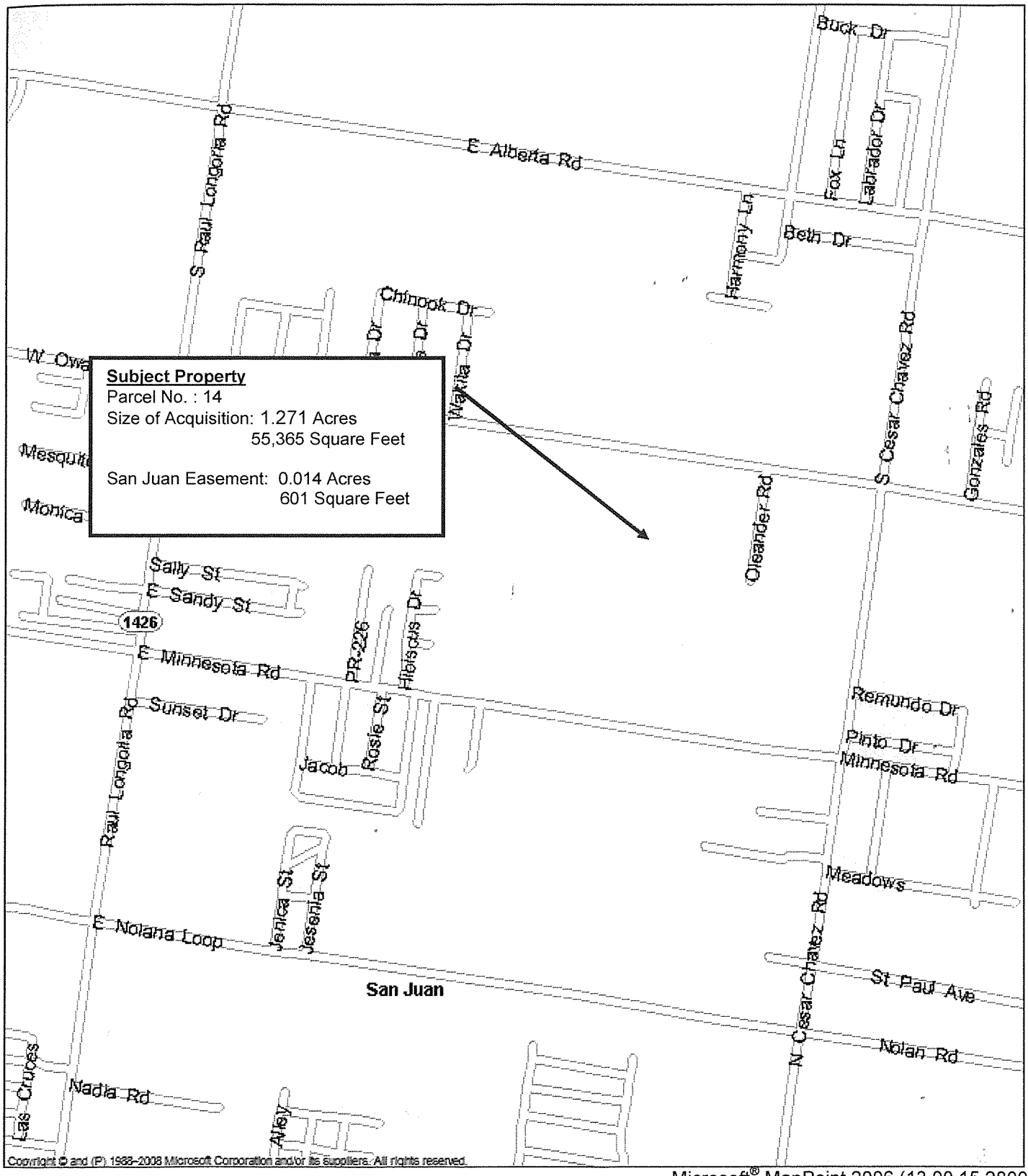
Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) month exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2006 (13.00.15.2800)

County: Hidalgo

Eng09.001
September 26, 2011

Ditch: Minnesota Drainage Ditch

Sheet 1 of 3

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -14

Being a 1.271-acre tract of land out of the East Half (1/2) of Lot 6, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said East Half (1/2) of Lot 6, Block 47 is vested to J. Robert Velado and with Constance Velado from Ruth G. McGinley and husband Robert J. McGinley and Virginia G. Bray and husband Alfred H. Bray by virtue of a Warranty Deed with Vendor's Lien dated March 30, 1978, recorded in Volume 1570, Page 96, Deed Records of Hidalgo County, Texas. Said 1.271-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at the Northeast corner of Lot 6, Block 47, Alamo Land and Sugar Company Subdivision for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, South 08 degrees 35 minutes 00 seconds West, with the East line of said Lot 6, Block 47, a distance of 96.20 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

THENCE, North 77 degrees 52 minutes 08 seconds West, with the Proposed South Right of Way line of the Minnesota Drainage Ditch, a distance of 100.19 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for an interior corner of this tract of land;

THENCE, North 81 degrees 25 minutes 00 seconds West, with the Proposed South Right of Way line of said Minnesota Drainage Ditch, a distance of 209.99 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for an exterior corner of this tract of land;

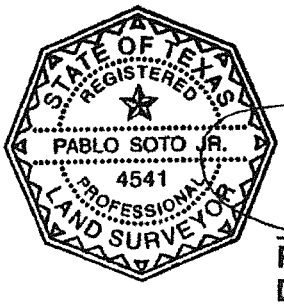
THENCE, North 74 degrees 17 minutes 00 seconds West, continuing with the Proposed South Right of Way line of said Minnesota Drainage Ditch, a distance of 120.80 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for an interior corner of this tract of land;

THENCE, North 81 degrees 25 minutes 25 minutes 00 seconds West, with the Proposed South Right of Way line of said Minnesota Drainage Ditch, a distance of 230.15 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southwest of this tract of land;

THENCE, North 08 degrees 35 minutes 00 seconds East, parallel to the East line of said Lot 6, Block 47, a distance of 75.00 feet to the Northwest corner of this tract of land;

THENCE, South 81 degrees 25 minutes 00 seconds East, with the North line of said Lot 6, Block 47, a distance of 660.00 feet to the **POINT OF BEGINNING** and containing 1.271-acres of which 0.350 of an acre of land lies within the existing Drainage Ditch and 0.109 lies within a combined Drainage Ditch Easement, Magic Valley Electric Cooperative, Inc. Easement Right of Way and a City of San Juan Easement and leaving a **Net Taking of 0.812** of an acre of land, more or less.

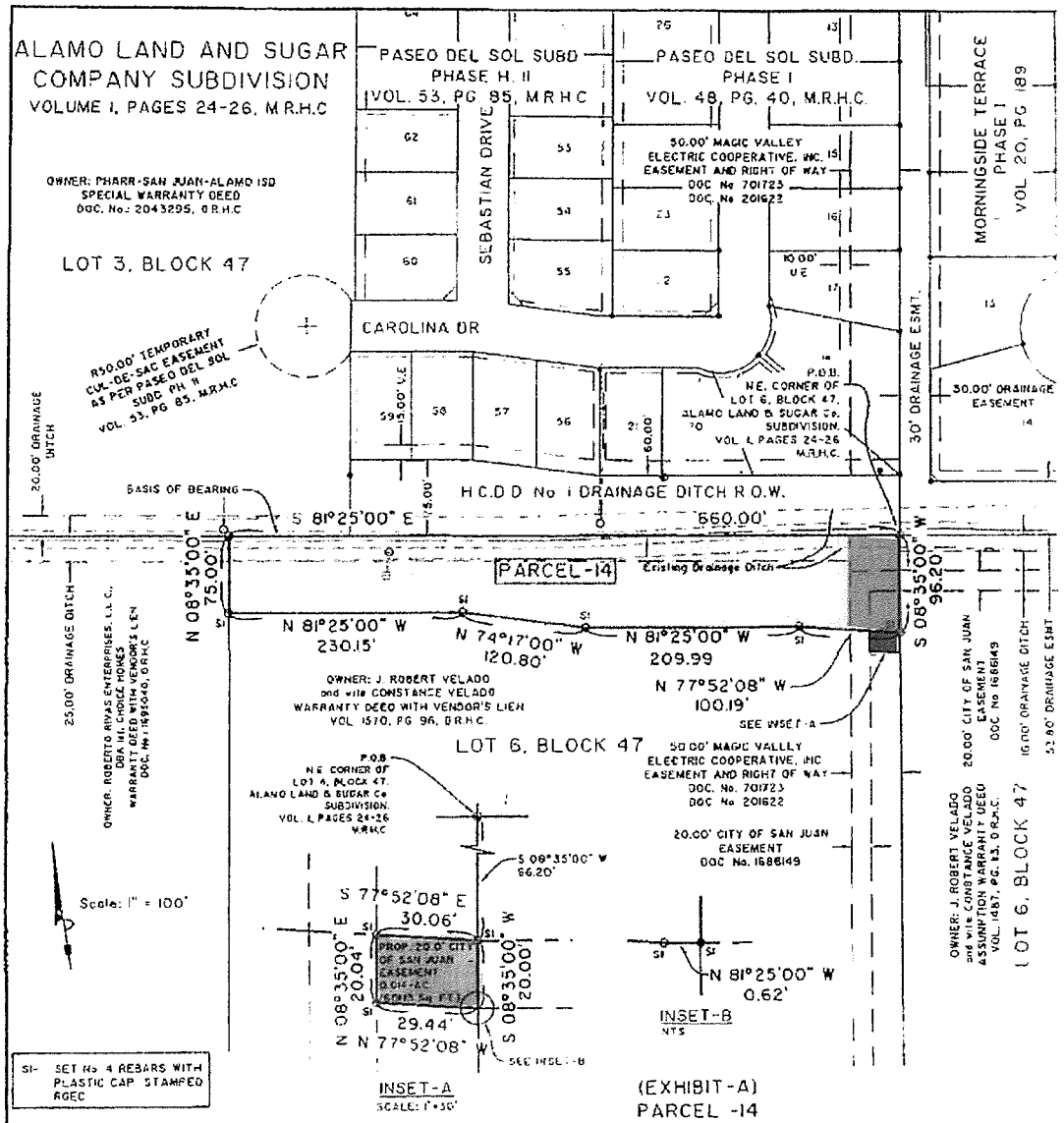
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9/28/14

UPDATED FIELD NOTES DEPICTING EASEMENT NOT PROVIDED TO THIS APPRAISER

SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)



(EXHIBIT-A)
PARCEL -14
SURVEY PLAT
OF A 1.271-ACRE TRACT OF LAND
OUT OF THE EAST HALF (1/2) OF
LOT 6, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY
SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUMUE 1, PAGES 24-26, M.R.H.C.

OWNER: J. ROBERT VELADO AND WIFE, CONSTANCE VELADO BY VIRTUE OF A WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 30, 1978, RECORED IN VOLUME 1570, PAGE 96, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

DESCRIPTION: THE EAST HALF (1/2) OF LOT 6, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 20.00-AC.
TO BE ACQUIRED: 1.271-AC.
EXISTING DRAINAGE DITCH: 0.350-AC
COMBINED EXISTING DRAINAGE DITCH, M.V.E.C. ESMT AND CITY OF SAN JUAN ESMT.: 0.109-AC
PROPOSED NET TAKING: 0.812-AC
REMAINDER: 18.729-AC

DOCUMENT No: _____

The undersigned hereby state that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

GF No: 125044

PABLO SOTO, JR. - R.P.L.S. No 4541

Date: 9-28-11 Revised: 10/12/11

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956.782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No 10165000

JOB No. ENG09 001	DATE: SEPT 26, 20
DRAWN BY: RG	PAGE: 3 OF 3

Green Highlighted Area = MVEC and City of San Juan Easement
Yellow Highlighted Area = Proposed Right of Way / Red Highlight = City of San Juan Easement

Form ROW-A-6

COUNTY of HIDALGO
Precinct No. 2



Hector "Tito" Palacios
County Commissioner

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Right of Way Department

TE: February 5, 2013

RE: Minnesota Drainage Project (Parcel # 17)
J. Robert Velado and wife Constance Velado

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value:	$ 61,111.00
Settlement Request:	$ 62,970.00
Difference to Landowner	$ 1,859.00

Commissioners Court Executive Session February 4, 2013

Approved; _____ 1/29/13

Not Approved; _____

Administration Office
300 West Hall Acres, Suite G
Pharr, TX 78577
Tel: 956-787-1891 Fax: 956-787-4683

Precinct 2 Shop
301 E. State St.
Pharr, TX 78517

Form ROW-A-6
(Rev. 11/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along the Northern frontage of Minnesota Road, west of Cesar Chavez Road, Hidalgo County, Texas.	District: Pharr
Property Owner: J Robert Velado	ROW CSJ: N/A
Address of Property Owner: 436 Toronto Avenue, Apt 25, McAllen, Texas 78503	Parcel: 17
Occupant's Name: vacant	Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition	Highway: Minnesota Drain Ditch County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $61,111.00 as of February 2, 2012 and September 15, 2012, based upon my independent appraisal and the exercise of my professional judgment; on February 2, 2012 and September 15, 2012, (date)(s), I personally inspected in the field the property herein appraised; I afforded J Roberto Velado , the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 2, 2012 , I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

November 27, 2012
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

* A 6 *

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 2 Honorable Hidalgo County Commissioner Hector "Tito" Palacios and the Texas Department of Transportation, Southern Region. The part to be acquired is for the expansion of an existing drain ditch centrally located between Owassa Road and Minnesota Road. The intended use of the report is to assist Jaime Salinas, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Jaime Salinas shall be the project manager for this project under the direction of Honorable Hector "Tito" Palacios, County Commissioner of Precinct No. 2. Mr. Salinas has a local office located at 301 E. State Street, Pharr, Texas and can be contacted at (956) 283-8134. As per email received by Jaime Salinas on October 17, 2012 requested for this appraiser update said report in order to include the relocation of the San Juan Utility Easement.

Scope of the Assignment

By work order number 667977 dated December 20, 2011 on behalf of the Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 317 East Park Avenue, Pharr, Texas. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Minnesota Road, Owassa Road, and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the County of Hidalgo. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through negotiations. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." ." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement". According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights. If there are any questions or concerns as to this definition of fee simple estate or easement, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of January 3, 2011. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the northern frontage of Minnesota Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

During the analysis of the subject property it was determined that the overall land area of 20.0 acres shall be utilized as the economic unit of the subject property for the analysis of the part to be acquired. This land area is indicative of the market trends within the immediate area and shall be utilized for the direct sales comparison approach to value in order to determine the current market value of the whole. Once the unit rate for the subject is established, a pro-rata part of the whole is applied the determination of the part to be acquired. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition were indicated to have an economic unit range of 10.55 acres to 21.09 acres.

To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 3.186 acres (138,782 square feet), of which 0.899 acre is located within a private drainage ditch located along the southern property line of the subject property. In addition the part to be acquired includes a 0.081 City of San Juan Easement, which will be excluded from the part to be acquired as per scope of the assignment. The net area to be acquired is 3.105 acres. The proposed acquisition has approximately 1,290.00' lineal feet of frontage along the northern property line of the subject property. In addition to the portion to be acquired by the County of Hidalgo, an additional portion as seen in Inset A of the survey provided indicates a 0.081 acre tract of land located outside the County of Hidalgo part to be acquired of which shall be purchased for a utility easement for the City of San Juan this is for the relocation of said existing easement located within the part to be acquired and required to be relocated outside of the part to be acquired by the County. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use for single family residential development. This use is based on the local market trends along Minnesota Road and Owassa Road. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired	**3.186**	**Acres**
	138,782	**Square Feet**

Legal Description: Part To Be Acquired

Being a 3.186 of an acre of land out of the North half (1/2) of Lot 5, Block 47, Alamo Land Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas and additional 0.081 acre tract of land to be utilized for a proposed 20.00 City of San Juan Easement. (Legal for 0.081 acre tract not provided)

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas and accessed via internet www.hidalgoad.org. The subject property was indicated to be under the ownership of J Robert Velado. This was found under the tax account A1800-00-047-0005-00.

OWNER OF RECORD	J ROBERT VELADO
PROPERTY TAX IDENTIFICATION NO.	112797
IMPROVEMENT VALUE	$3,083
LAND VALUE	$429,300
ASSESSED VALUE	$36,458
EXEMPTIONS	HS, AG

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property. Further research through the FEMA Mapping Service indicated the subject property is located within a flood prone area designated as Zone "AH" as indicated by FEMA Panel No. 4803340425C.

Utility Services Available

The subject property is located in a region, which contains, water, electricity, cable, and phone service, which is typical of the market area. As per the Utilities Department of San Juan, municipal water lines are located along Minnesota Road. These lines are located along Minnesota Road from Raul Longoria Road to Primavera Subdivision, which marks the current City of San Juan city limits. The land east of Primavera Subdivision is within the City of San Juan's Extra Territorial Jurisdiction (ETJ), however water is supplied by North Alamo Water Supply. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired. In addition to the relocation of utilities an additional 30' x 20 easement in the name of the City of San Juan is required.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

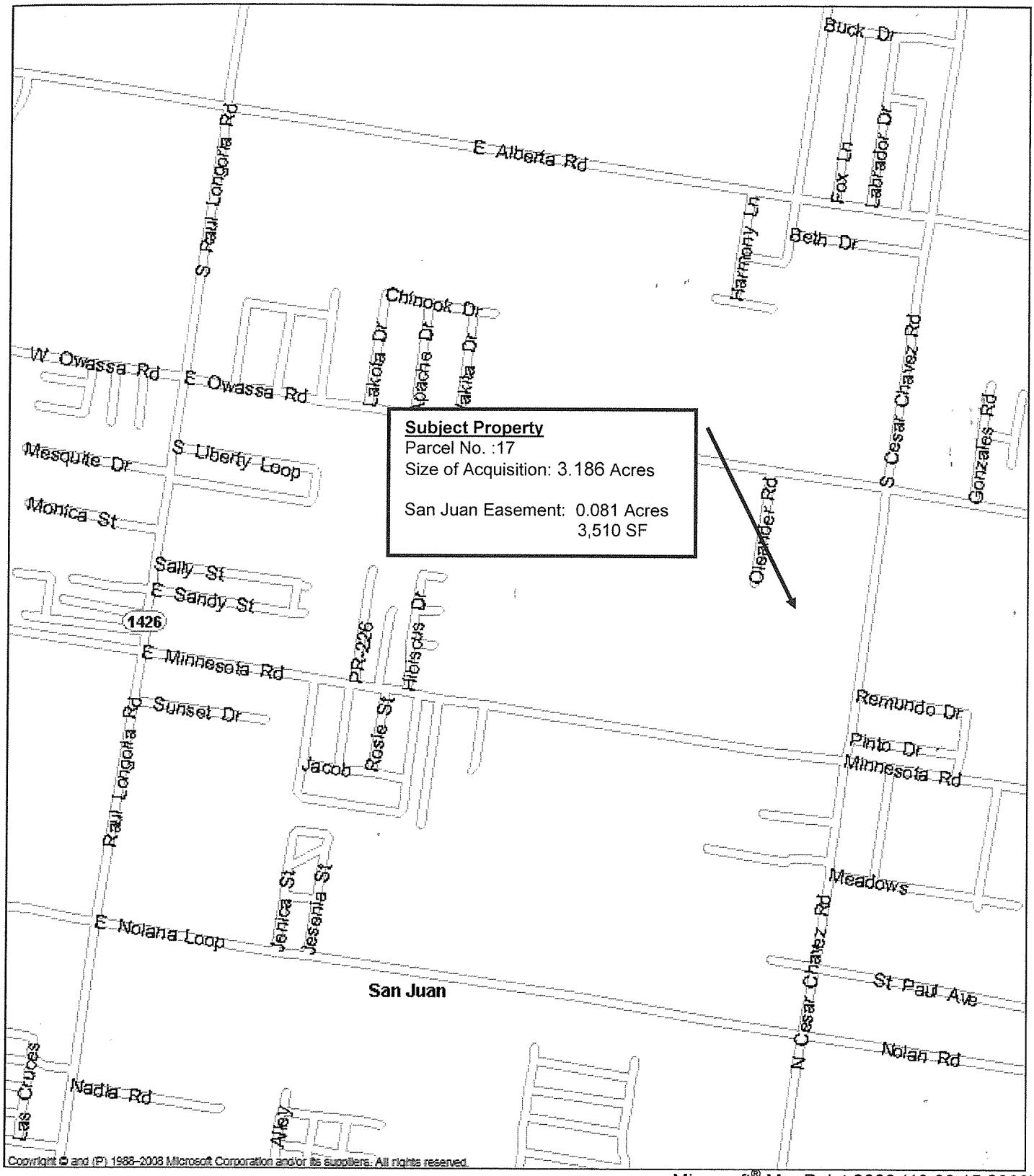
Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) month exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2006 (13.00.15.2800)

County: Hidalgo

Eng09.001
September 28, 2011

Ditch: Minnesota Drainage Ditch

Sheet 1 of 3

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -17

3.186-acres out of the North One-Half (1/2) of Lot 5, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said North One-Half (1/2) is vested to J. Robert Velado and wife, Constance B. Velado from Ignacio Perez, Jr., by virtue of an Assumption Warranty Deed, dated June 3, 1976, recorded in Volume 1487, Page 113, Deed Records of Hidalgo County, Texas. Said 3.186-acres being more particularly described by metes and bounds as follows;

Beginning at the Northwest corner of Lot 5, Block 47, Alamo Land and Sugar Company Subdivision for the Northwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, South 81 degrees 25 minutes 00 seconds East, with the North line of said Lot 5, Block 47, a distance of 1290.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the West Right of Way line of Cesar Chavez Road for the Northeast corner of this tract of land;

THENCE, South 08 degrees 35 minutes 00 seconds West, with the West Right of Way line of said Cesar Chavez Road, a distance of 120.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

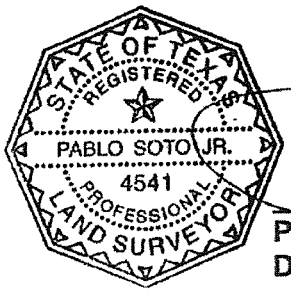
THENCE, North 81 degrees 25 minutes 00 seconds West, with the Proposed South Right of Way line of the Minnesota Drainage Ditch, a distance of 499.27 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for an exterior corner of this tract of land;

THENCE, North 76 degrees 55 minutes 46 seconds West, with the Proposed South Right of Way line of said Minnesota Drainage Ditch, a distance of 291.43 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for an interior corner of this tract on land;

THENCE, North 81 degrees 25 minutes 00 seconds West, continuing with the Proposed South Right of Way line of said Minnesota Drainage Ditch, a distance of 500.20 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the West line of said Lot 5, Block 47 for the Southwest corner of this tract of land;

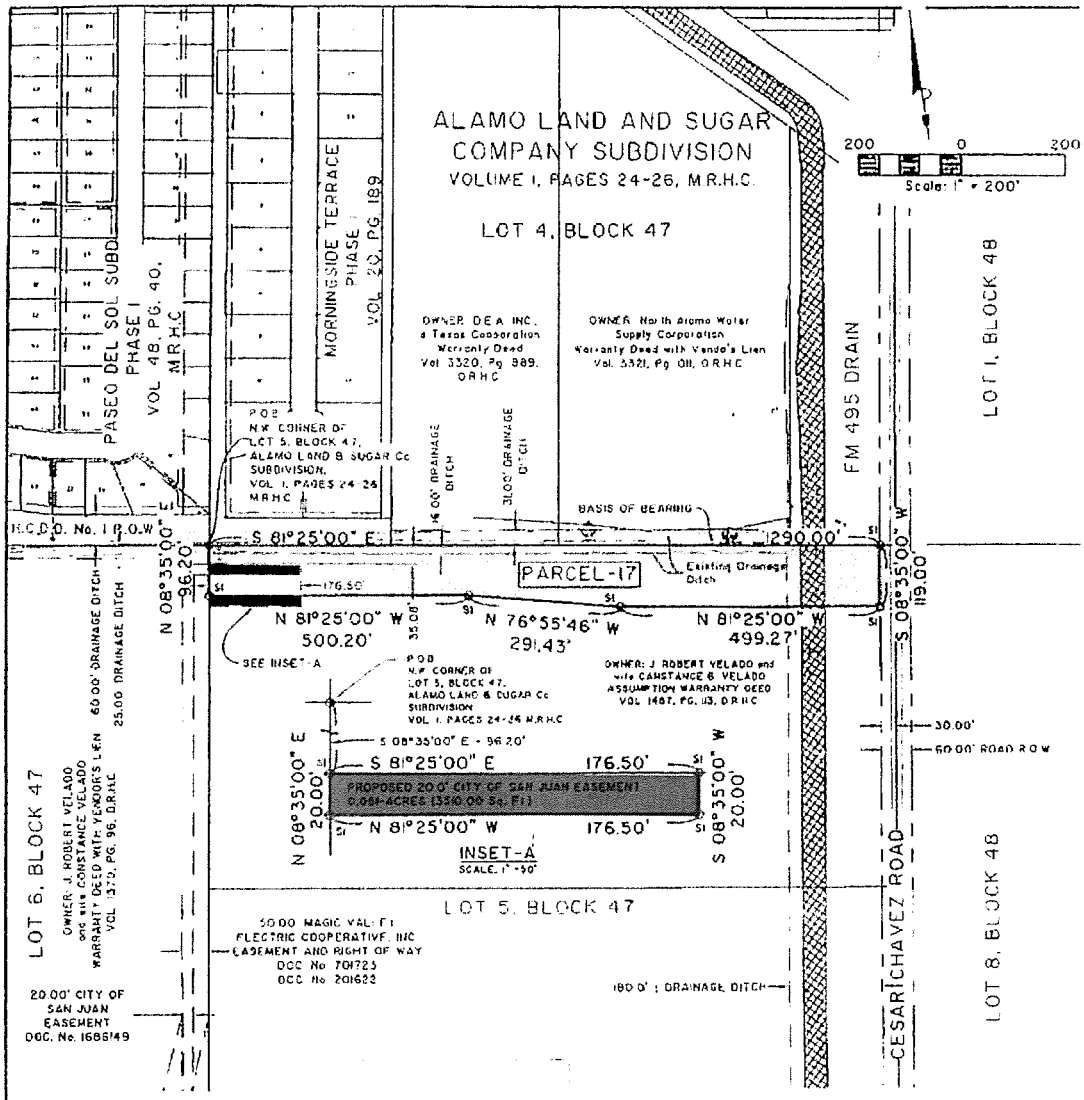
THENCE, North 08 degrees 35 minutes 00 seconds East, with the West line of said Lot 5, Block 47, a distance of 96.20 feet to **POINT OF BEGINNING** and containing 3.186-acres of which 0.899 of an acre of land lies within the existing Drainage Ditch and 0.081 lies within a City of San Juan Easement and leaving a **Net Taking of 0.2.206**-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9/28/11

SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)



SI- SET No. 4 REBARS WITH PLASTIC CAP STAMPED RGEC

(EXHIBIT-A)
PARCEL -17
SURVEY PLAT
OF 3.186-ACRES OUT OF THE
NORTH ONE-HALF (1/2) OF
LOT 5, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY
SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUMUE 1, PAGES 24-26, M.R.H.C.

OWNER: J ROBERT VELADO AND WIFE CONSTANCE B VELADO BY VIRTUE OF AN ASSUMPTION WARRANTY DEED, DATED JUNE 3, 1976, RECORDED IN VOLUME 1487, PAGE 113, DEED RECORDS OF HIDALGO COUNTY TEXAS

DESCRIPTION: THE NORTH ONE-HALF (1/2) OF LOT 5, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 20.00-AC.
TO BE ACQUIRED: 3.186-AC.
EXISTING DRAINAGE DITCH: 0.899-AC
EXISTING CITY OF SAN JUAN ESMT.: 0.081
PROPOSED NET TAKING: 2.206-AC
REMAINDER: 16.814-AC

DOCUMENT No: _____

The undersigned hereby state that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors

STATE OF TEXAS REGISTERED PABLO SOTO JR 4541 PROFESSIONAL LAND SURVEYOR

OF No. 125049

PABLO SOTO, JR. R.P.L.S. No. 0541
Date: 9/28/11 Revised: 10/12/11

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 466 • SURVEYING FIRM No. 101850-00

JOB No.: ENG09.001	DATE: SEPT 28, 20
DRAWN BY: RG	PAGE: 3 OF 3

Yellow Highlighted Area = Proposed Right of Way / Existing San Juan Easement = Green Highlight
Proposed Relocation of San Juan Easement = Red Highlight

AI-36729 **Auditor's Office 19. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

TxDOT & CO's 2006 (FUND 1315 & 1336):
1. Approval of certification of revenues as certified by the County Auditor for various TxDOT projects and the 10th St. project.
2. Approval of 2012 appropriation of funds for various TxDOT projects and the 10th St. project in the total amount of $2,969,497.16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** Fund 1315 &1336

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of 2012 expenditures and revenues in the amount of $2,969,497.16 in relation to various TxDOT projects and the 10th St. project.

Attachments

cert of revenues

appropriations

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 01:51 PM
Erika Zamora	Erika Zamora	02/01/2013 03:20 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Maria Medina Started On: 01/31/2013 03:29 PM

Final Approval Date: 02/01/2013

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

January 31, 2013

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from interlocal agreements with TXDOT and City of Edinburg. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

	AMOUNT	INTERLOCAL AGREEMENT
	$ 3,000.00	TXDOT – MILE 2 W
	$ 1,457,726.37	TXDOT – FM 681
	$ 1,497,764.15	TXDOT – FM 2221
	$ 108.00	City of Edinburg – N "I" Road PH II
	$ 10,898.64	City of Edinburg – 10th Street
Total	$ 2,969,497.16	

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/1/13
Date

DATE: February 5, 2013

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

2-1315-431-00-xxx-xxx-x-xxx
2-1315-334-30-xxx-xxx-x-xxx
2-1315-337-00-124-001-0-000
2-1336-431-00-124-030-0-711

ACCOUNT NUMBER: 2-1336-337-00-124-001-0-000

SUBJECT: **Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1315-431-00-121-040-0-841	TXDOT-MILE 2 WEST(MILE12-US83)-AID GOVT	3,000.00
2-1315-334-30-121-003-0-000	INTERGOVT'L REV - TXDOT - MILE 2 W	3,000.00
2-1315-431-00-123-070-0-841	TXDOT-FM681(SH107-FM2221/FM492)-AID GOVT	1,457,726.37
2-1315-334-30-123-004-0-000	INTERGOVT'L REV - TXDOT - FM681	1,457,726.37
2-1315-431-00-123-071-0-841	TXDOT-FM2221/FM492(FM681-SH364)-AID GOVT	1,497,764.15
2-1315-334-30-123-005-0-000	INTERGOVT'L REV - TXDOT - FM2221	1,497,764.15
2-1315-431-00-124-023-0-711	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROW	108.00
2-1315-337-00-124-001-0-000	INTERGOVT'L REV -EDINBURG-N "I" RD PH II	108.00
2-1336-431-00-124-030-0-711	C.O,.2008-PCT4-10TH ST(SH107-FM1925)-ROW	10,898.64
2-1336-337-00-124-001-0-000	INTERGOVT'L REV-EDINBURG-10 TH ST	10,898.64
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: **To Appropriate for actual expenditures incurred for various TXDOT projects and 10 TH Street project and record the estimate revenues.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

Account No/Description				Debit	Credit
2-1315-126-20-000-009-0-000 DUE FROM STATE-TXDOT-MILE2W-MILE12-US83					
			* Beginning Balance	20,287.85	.00
* Payments					
DATE	CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR		
11/20/12	0400014635	CCD-0049-E	12000891 334146 GARZA, MELBA	600.00	
11/20/12	0400014636	CCD-0049-E	12000891 237302 GUAJARDO, ARI	1,200.00	
11/20/12	0400014638	CCD-0049-E	12000891 304646 LOREDO, BILLY	600.00	
11/20/12	0400014640	CCD-0049-E	12000891 403695 PEREZ, ROEL F	600.00	
			Total:	3,000.00	
			* Ending Balance	23,287.85	.00

Account No/Description		Debit	Credit
2-1315-126-20-000-013-0-000 DUE FROM STATE-TXDOT-FM681			
	* Beginning Balance	234,049.87	.00

* Receipts

DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION	
02/07/12	153309	2012005918	SIERRA TITLE 02/06/12	FM 681 P#50 REFU	3.00
03/12/12	154154	2012006677	TX DOT ST.COMP FM 681 P#54	FM 681 P#54	67,142.65
03/12/12	154158	2012006677	TX DOT ST.COMP FM 681 P#47	FM 681 P#47	9,328.10
03/12/12	154159	2012006677	TX DOT ST.COMP FM 681 P#75	FM 681 P#75	23,435.67
04/24/12	155246	2012007418	TX DOT ST. COMP. RIGHT OF WAY	FM 681 P#50	36,576.90
04/24/12	155247	2012007418	TX DOT ST. COMP. RIGHT OF WAY	FM681 P#82	24,031.61
04/24/12	155248	2012007418	TX DOT ST. COMP RIGHT OF WAY	FM681 P#64	60,077.39
04/24/12	155249	2012007418	TX. DOT ST. COMP RIGHT OF WAY	FM681 P#46	13,533.71
05/22/12	156026	2012007872	TX DOT ST. COMP. RIGHT OF WAY	FM 681 P#67	2,313.92
05/22/12	156029	2012007872	TX DOT ST. COMP. RIGHT OF WAY	FM 681 P#45	24,268.99
05/22/12	156030	2012007872	TX DOT ST. COMP. RIGHT OF WAY	FM 681 P#69	18,983.99
06/12/12	156556	2012008247	TX. DOT ST. COMP. RIGHT OF WAY	FM 681 P#48	20,424.13
06/14/12	156653	2012008297	TX DOT ST. COMP. RIGHT OF WAY	FM 681 P#61	58,916.01
07/24/12	157617	2012008877	TX. DOT ST. COMP. RIGHT OF WA	FM681 P#73	14,098.83
07/24/12	157618	2012008877	TX. DOT ST. COMP. RIGHT OF W	FM681 P#51	94,176.87
07/24/12	157619	2012008877	TX. DOT ST. COMP. RIGHT OF WA	FM681 P#49	16,118.28
07/24/12	157620	2012008877	TX. DOT ST. COMP. RIGHT OF WA	FM681 P#37	22,800.25
08/23/12	158467	2012009426	TX DOT. R-O-W FM 681 P#40	FM 681 P#40	6,349.42
08/23/12	158468	2012009426	TX DOT. R-O-W FM 681 P#41	FM 681 P#41	6,344.49
08/23/12	158470	2012009426	TX DOT. R-O-W FM 681 P#32	FM 681 P#32	10,445.04
08/23/12	158471	2012009426	TX DOT. R-O-W FM 681 P#33	FM 681 P#33	7,624.00
08/23/12	158472	2012009426	TX DOT. R-O-W FM 681 P#39	FM 681 P#39	15,584.84
09/04/12	158742	2012009609	PCT.3 SIERRA TITLE FM681 P#5	FM 681 P#58 REFU	3.00
09/04/12	158744	2012009609	PCT.3 MISSION AUTO PARTS FM68	FM 681 P#42 BUII	419.00
09/18/12	159089	2012009871	TX DOT STATE COMP. FM 681 P#	FM 681 P#60	21,339.26
09/18/12	159090	2012009871	TX DOT STATE COMP. FM 681 P#	FM 681 P#76	2,002.61
09/24/12	159253	2012009959	TXDOT ST.COMP. FM 681 P#59	FM 681 P#59	61,437.87
09/24/12	159255	2012009959	TXDOT ST.COMP. FM 681 P#77	FM 681 P#77	2,504.96
09/25/12	159280	2012009975	TXDOT ST.COMP. FM 681 P#30	FM 681 P#30	26,489.84
11/09/12	160452	2012000855	PCT. 3 SIERRA TITLE CO. FM681	FM681 P#42 REFUN	4.00
11/14/12	160518	2012000898	TX.DOT. ST.COMPTROLLER FM681	FM681 P#53	158,695.62
12/05/12	160966	2012001215	ROW TX DOT ST.COMP	FM 681 P#52A	40,515.31
				Total:	865,989.56

* Payments

DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH	VENDOR	
02/14/12	0400014151		FM681 P#82	12005960	229245 SIERRA TITLE	24,031.61
02/14/12	0400014152		FM681 P#59	12005960	229245 SIERRA TITLE	61,437.87
02/14/12	0400014153		FM681 P#46	12005960	229245 SIERRA TITLE	13,533.71
02/28/12	0400014169		FM681 P#48	12006255	229245 SIERRA TITLE	20,424.13
03/06/12	0400014182		FM681 P#77	12006387	229245 SIERRA TITLE	2,504.96
03/06/12	0400014183		FM681 P#76	12006387	229245 SIERRA TITLE	2,002.61
03/06/12	0400014184		FM681 P#69	12006387	229245 SIERRA TITLE	18,983.99
03/06/12	0400014185		FM681 P#67	12006387	229245 SIERRA TITLE	2,313.92
03/06/12	0400014186		FM681 P#56	12006387	229245 SIERRA TITLE	74,448.11
03/06/12	0400014187		FM681 P#45	12006387	229245 SIERRA TITLE	24,268.99

Account No/Description

2-1315-126-20-000-013-0-000 DUE FROM STATE-TXDOT-FM681

					Debit	Credit
* Payments						
DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH VENDOR		
03/27/12	0400014202		FM681 P#51	12006880 229245 SIERRA TITLE	94,176.87	
03/27/12	0400014203		FM681 P#37	12006880 229245 SIERRA TITLE	22,800.25	
04/10/12	0400014231		FM681 P#60	12007051 229245 SIERRA TITLE	21,339.26	
04/10/12	0400014232		FM681 P#42	12007051 229245 SIERRA TITLE	98,656.01	
04/17/12	0400014246		FM681 P#61	12007198 229245 SIERRA TITLE	58,916.01	
04/17/12	0400014247		FM681 P#49	12007198 229245 SIERRA TITLE	16,118.28	
04/17/12	0400014248		FM681 P#73	12007198 229245 SIERRA TITLE	14,098.83	
05/29/12	0400014308		FM681 P#41	12007839 229245 SIERRA TITLE	6,344.49	
05/29/12	0400014309		FM681 P#40	12007839 229245 SIERRA TITLE	6,349.42	
05/29/12	0400014310		FM681 P#39	12007839 229245 SIERRA TITLE	15,584.84	
06/05/12	0400014322		FM681 P#32	12008000 229245 SIERRA TITLE	10,445.05	
06/05/12	0400014323		FM681 P#33	12008000 229245 SIERRA TITLE	7,624.01	
06/12/12	0400014331		FM681 P#30	12008132 229245 SIERRA TITLE	26,489.84	
06/26/12	0400014355	VOID	FM681 P#34	12008248 229245 SIERRA TITLE	144,768.56	
07/03/12	0400014375		FM#681 P#52	12008408 229245 SIERRA TITLE	40,515.31	
07/03/12	0400014376		FM#681 P#53	12008408 229245 SIERRA TITLE	158,695.62	
07/10/12	0400014382		FM681 P#79	12008538 229245 SIERRA TITLE	6,477.47	
08/14/12	0400014436		FM681 P#52B	12009170 229245 SIERRA TITLE	38,984.36	
08/16/12	0400014355	VOID	FM681 P#34	12009318 229245 SIERRA TITLE		144,768.56
08/28/12	0400014466		FM681 P#34	12009375 229245 SIERRA TITLE	144,639.51	
09/04/12	0400014480		FM681 P#38	12009490 229245 SIERRA TITLE	25,746.64	
10/01/12	0400014533		FM681 P#63	12000121 229245 SIERRA TITLE	175,964.21	
10/30/12	0400014592		FM681 P#70	12000555 229245 SIERRA TITLE	13,349.14	
11/20/12	0400014643		FM681 P#57	12000891 229245 SIERRA TITLE	35,213.47	
12/11/12	0400014667		CCD-0057-B	12001187 237302 GUAJARDO, ART	90,118.64	
12/11/12	0400014668		CCD-0057-B	12001187 237302 GUAJARDO, ART	169.42	
12/11/12	0400014671		CCD-0057-B	12001187 100102 LEONEL GARZA,	886.50	
12/28/12	0400014698		CCD-0057-B	12001454 112208 EWERS, DAVID	1,477.50	
12/28/12	0400014699		CCD-0057-B	12001454 250449 GODINEZ, RICA	1,477.50	
12/28/12	0400014708		FM681 P#35	12001454 229245 SIERRA TITLE	74,001.41	
12/28/12	0400014711		CCD-0057-B	12001454 345997 THE PEREZ LAW	1,477.50	
01/29/13	0400014770		CCD-0056-G	12010034 112208 EWERS, DAVID	1,477.50	
01/29/13	0400014771		CCD-0056-G	12010034 237302 GUAJARDO, ART	837.25	
01/29/13	0400014772		CCD-0056-G	12010034 405728 GUERRA, RAFAE	1,477.50	
01/29/13	0400014775		CCD-0056-G	12010034 100102 LEONEL GARZA,	369.38	
01/29/13	0400014778		CCD-0056-G	12010034 236349 RIOS, DANIEL	1,477.50	
				Total:	1,602,494.95	144,768.56
					- 144,768.56	
					- 0.01	
					- 0.01	
					1,457,726.37	
* Journal Entries						
DATE	REFERENCE	BATCH	DESCRIPTION			
01/29/13	JE-26514	12010109	ADJ PRT CK#14322 TXDOT RNDG 1			.01
01/29/13	JE-26514	12010109	ADJ PRT CK#14323 TXDOT RNDG 1			.01
01/29/13	JE-26514	12010109	COR PRT A158744 S/H/CR EXP FM6			6.28
01/29/13	JE-26514	12010109	RCL A153309 FM681 P#50 GUARANT		3.00	
01/29/13	JE-26514	12010109	RCL A158742 FM681 P#58 GUARANT		3.00	
				Total:	6.00	6.30
				* Ending Balance	825,786.40	.00

Account No/Description					Debit	Credit
2-1315-126-20-000-014-0-000 DUE FROM STATE-TXDOT-FM2221/FM492						
				* Beginning Balance	115,187.18	.00
* Receipts						
DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
03/12/12	154156	2012006677	TX DOT ST.COMP	FM 2221 P#17 FM 2221 P#17		97,586.27
03/12/12	154157	2012006677	TX DOT ST.COMP	FM 2221 P#18 FM 2221 P#18		17,600.91
08/23/12	158469	2012009426	TX DOT. R-O-W	FM 2221 P#7 FM 2221 P#7		49,538.82
09/18/12	159088	2012009871	TX DOT	STATE COMP. FM 2221 P FM 2221 P#21		55,137.13
				Total:		219,863.13
* Payments						
DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH VENDOR		
05/15/12	0400014293		FM2221 P#10	12007655 229245 SIERRA TITLE	45,081.29	
05/29/12	0400014311		FM2221 P#7	12007839 229245 SIERRA TITLE	49,538.82	
06/26/12	0400014353		FM2221 P#4	12008248 229245 SIERRA TITLE	66,902.25	
06/26/12	0400014354		FM2221 P#21	12008248 229245 SIERRA TITLE	55,137.13	
07/10/12	0400014381		FM2221 P#16	12008538 229245 SIERRA TITLE	41,622.55	
08/14/12	0400014433		FM2221 P#23	12009170 229245 SIERRA TITLE	14,771.05	
08/14/12	0400014434		FM2221 P#24	12009170 229245 SIERRA TITLE	7,997.32	
08/14/12	0400014435		FM2221 P#29	12009170 229245 SIERRA TITLE	278,401.51	
08/14/12	0400014437		FM2221 P#3	12009170 229245 SIERRA TITLE	16,708.35	
08/14/12	0400014438		FM2221 P#5	12009170 229245 SIERRA TITLE	130,008.12	
08/21/12	0400014446		FM2221 P#22	12009290 229245 SIERRA TITLE	334,041.27	
09/04/12	0400014481		FM2221 P#19	12009490 229245 SIERRA TITLE	28,328.58	
10/23/12	0400014580		FM2221 P#13	12000396 229245 SIERRA TITLE	122,144.24	
10/23/12	0400014581		FM2221 P#12	12000396 229245 SIERRA TITLE	176,623.56	
11/06/12	0400014613		FM2221 P#11	12000661 229245 SIERRA TITLE	103,083.93	
01/22/13	0400014756		FM2221 P#20	12001817 229245 SIERRA TITLE	24,555.92	
01/29/13	0400014779		FM2221 P#18	12010034 229245 SIERRA TITLE	58.00	
01/29/13	0400014779		FM2221 P#18	12010034 229245 SIERRA TITLE	1,355.00	
01/29/13	0400014780		FM2221 P#1E	12010034 229245 SIERRA TITLE	1,463.26	
				Total:	1,497,822.15	
					- 58.00	
					1,497,764.15	
* Journal Entries						
DATE	REFERENCE	BATCH	DESCRIPTION			
01/30/13	JE-26561	12010115	RCL PRT CK14779 FROM A/R TO EX			58.00
				Total:		58.00
				* Ending Balance	1,393,088.20	.00

Account No/Description				Debit	Credit
2-1315-126-30-000-003-0-000 DUE FROM OTHER GOVT-EDINBURG-N "I" RD					
			* Beginning Balance	114,054.12	.00
* Payments					
DATE	CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR		
07/03/12	0400014367	0989861	12008408 272566 HIDALGO COUNT	28.00	
07/03/12	0400014367	0989861	12008408 272566 HIDALGO COUNT	24.00	
07/03/12	0400014367	0994891	12008408 272566 HIDALGO COUNT	28.00	
07/03/12	0400014367	1108430	12008408 272566 HIDALGO COUNT	28.00	
			Total:	108.00	
			* Ending Balance	114,162.12	.00

Account No/Description				Debit	Credit
2-1336-126-30-000-000-0-000 DUE FROM OTHER GOVT-EDINBURG-10TH ST.					
			* Beginning Balance	46,784.90	.00
* Payments					
DATE	CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR		
10/01/12	0400014528	1301078	12000121 272566 HIDALGO COUNT	9.60	
10/01/12	0400014528	1301078	12000121 272566 HIDALGO COUNT	9.60	
10/01/12	0400014528	1301078	12000121 272566 HIDALGO COUNT	9.60	
10/01/12	0400014528	1301078	12000121 272566 HIDALGO COUNT	9.60	
10/01/12	0400014528	1301078	12000121 272566 HIDALGO COUNT	9.60	
10/01/12	0400014529	EXT10THST P	12000121 167134 HIDALGO COUNT	72.00	
10/01/12	0400014530	EXT10THST P	12000121 167134 HIDALGO COUNT	72.00	
10/01/12	0400014531	EXT10THST P	12000121 167134 HIDALGO COUNT	84.00	
10/16/12	0400014553	EXT10THSTP#	12000315 167134 HIDALGO COUNT	10,622.64	
			Total:	10,898.64	
			* Ending Balance	57,683.54	.00

AI-36531 **Precinct #1 20. A.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Commissioner Pct. 1 **Submitted By:** Comm. Cuellar, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Authorization to approve the naming of a private service road as recommended by the LRGVDC 9-1-1. PROPOSED Name: Diego SR

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact to Co.

Attachments

LRGVDC 911

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/18/2013 04:05 PM
Ivan Cantu	Ivan Cantu	01/18/2013 04:20 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Comm. Cuellar Started On: 01/18/2013 01:07 PM

Final Approval Date: 02/01/2013

Lower Rio Grande Valley Development Council

Mayor Chris Boswell, Harlingen ..... President
Mayor Pro-Tem Alvin Samano, Member-at-Large ..... 1st Vice-President
Hon. Norma G. Garcia, Hidalgo County ..... 2nd Vice-President
Mayor Pro-Tem Eddy Gonzalez, Edcouch ..... Secretary
Commissioner Edward Camarillo, Brownsville ..... Treasurer
Commissioner John Ingram, McAllen ..... Immediate Past President

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

John F. Gonzales
Judge, Willacy County

Roel Landa
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Ruben Guajardo
Commissioner, Mercedes

Norie Gonzalez Garza
Council Member, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Celeste Sanchez
Commissioner, San Benito

Lupe Rodriguez
Mayor Pro-Tem, San Juan

Robert J. Garza
Commissioner, Weslaco

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Don Medina
Member-At-Large

Arturo Ramirez
Grassroots Organizations

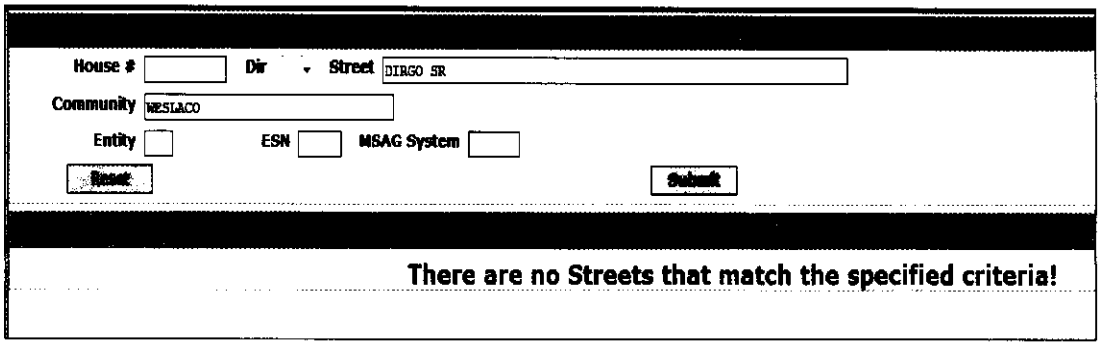
EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

January 09, 2013

AC Cuellar JR.
Hidalgo County Precinct 1
1902 Joe Stephens Ave
Weslaco, TX 78596

The LRGVDC 9-1-1 Department acknowledges the County's notification on the following: **PROPOSED NAME: DIEGO SR** - A private service road west of FM 88 and about 1130 feet north of Mile 12 ½ N.

We have done a query on the state 9-1-1 database and found no match for the recommend name in the system what so ever. So, we recommend this name to be utilized for naming the road specified.



ACKNOWLEDGED ON: January 09, 2013
RESEARCHED BY: Maggie Garza
TITLE: Planner I

AI-36711 **Precinct #1** **20. B.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Commissioner AC Cuellar **Submitted By:** Comm. Cuellar, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of appointment to the Hidalgo County Regional Mobility Authority Board of Directors, Effective Feb. 5, 2013

BACKGROUND

Appointment of Josue Reyes to the HCRMA Board of Directors - effective 2/5/2013 thru 2/5/2014

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact to Co.

Attachments

TC Sec. 370.251

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 10:52 AM
Ivan Cantu	Ivan Cantu	02/01/2013 03:46 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Comm. Cuellar Started On: 01/30/2013 04:44 PM

Final Approval Date: 02/01/2013

TRANSPORTATION CODE

TITLE 6. ROADWAYS

SUBTITLE G. TURNPIKES AND TOLL PROJECTS

CHAPTER 370. REGIONAL MOBILITY AUTHORITIES

SUBCHAPTER F. GOVERNANCE

Sec. 370.251. BOARD OF DIRECTORS. (a) Except as provided by Subsection (a-1), the governing body of an authority is a board of directors consisting of representatives of each county in which a transportation project of the authority is located or is proposed to be located. The commissioners court of each county that initially forms the authority shall appoint at least two directors to the board. Additional directors may be appointed to the board at the time of initial formation by agreement of the counties creating the authority to ensure fair representation of political subdivisions in the counties of the authority that will be affected by a transportation project of the authority, provided that the number of directors must be an odd number. The commissioners court of a county that is subsequently added to the authority shall appoint at least one director to the board. The governor shall appoint one director to the board who shall serve as the presiding officer of the board and shall appoint an additional director to the board if an appointment is necessary to maintain an odd number of directors on the board.

(a-1) To be eligible to serve as director of an authority created by a municipality an individual:

(1) may be a representative of an entity that also has representation on a metropolitan planning organization in the region where the municipality is located; and

(2) is required to be a resident of Texas regardless of whether the metropolitan planning organization's geographic area includes territory in another state.

(b) The appointment of additional directors from a county subsequently added to an ***authority*** or from a county of an ***authority*** that contains an operating transportation project of the ***authority*** shall be by a process unanimously agreed to by the commissioners courts of all the counties of the ***authority***.

(c) Directors serve two-year terms, with as near as possible to one-half of the directors' terms expiring on February 1 of each year.

(d) If six-year terms are permitted under the constitution of this state, one director appointed to the initial board of an ***authority*** by the commissioners court of a county shall be designated by the court to serve a term of two years and one director designated to serve a term of four years. If six-year terms are not permitted under the constitution, one director appointed to the initial board of an ***authority*** by the commissioners court of a county shall be designated by the court to serve a term of one year and one director designated to serve a term of two years. If one or more directors are subsequently appointed to the board, the directors other than the subsequent appointees shall determine the length of the appointees' terms, to comply with Subsection (c).

(e) If a vacancy occurs on the board, the appointing ***authority*** shall promptly appoint a successor to serve for the unexpired portion of the term.

(f) All appointments to the board shall be made without regard to race, color, disability, sex, religion, age, or national origin.

(g) The following individuals are ineligible to serve as a director:

(1) an elected official;

(2) a person who is not a resident of a county within the geographic area of the ***authority***;

(3) a department employee;

(4) an employee of a governmental entity any part of which is located within the geographic boundaries of the ***authority***; and

(5) a person owning an interest in real property that will be acquired for an ***authority*** project, if it is known at the time of the person's proposed appointment that the property will be acquired for the ***authority*** project.

(h) Each director has equal status and may vote.

(i) The vote of a majority attending a board meeting is necessary for any action taken by the board. If a vacancy exists on a board, the majority of directors serving on the board is a quorum.

(j) The commission may refuse to authorize the creation of an ***authority*** if the commission determines that the proposed board will not fairly represent political subdivisions in the counties of the ***authority*** that will be affected by the creation of the ***authority***.

Added by Acts 2003, 78th Leg., ch. 1325, Sec. 2.01, eff. June 21, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 281, Sec. 2.73, eff. June 14, 2005.

Acts 2007, 80th Leg., R.S., Ch. 180, Sec. 1, eff. May 23, 2007.

Acts 2007, 80th Leg., R.S., Ch. 264, Sec. 10.01, eff. June 11, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 1279, Sec. 12, eff. June 17, 2011.

AI-36541 **Precinct #1** **20. C.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Commissioner Pct. 1 **Submitted By:** Comm. Cuellar, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Authorization and approval to appoint Concepcion Villanueva, Melissa Perez, and Gilberto M. Hinojosa to the Emergency Services District #2 Board for the term of January 1, 2013 thru December 31, 2014 and Oscar Garza for the term of January 1, 2013 thru December 31, 2013 pursuant to Texas Health and Safety Code Section 775.034

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact to Co.

Attachments

Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/18/2013 04:12 PM
Ivan Cantu	Ivan Cantu	01/18/2013 04:21 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Comm. Cuellar Started On: 01/18/2013 02:10 PM

Final Approval Date: 02/01/2013

HEALTH AND SAFETY CODE

TITLE 9. SAFETY

SUBTITLE B. EMERGENCIES

CHAPTER 775. EMERGENCY SERVICES DISTRICTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 775.001. DEFINITIONS. In this chapter:

(1) "Board" means the board of emergency services commissioners.

(2) "District" means an emergency services district created under this chapter.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 775.002. LIBERAL CONSTRUCTION. This chapter and a proceeding under this chapter shall be liberally construed to achieve the purposes of this chapter.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 775.003. AUTHORIZATION. An emergency services district may be organized as provided by Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987, and by this chapter to protect life and health.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. CREATION OF DISTRICT

Sec. 775.011. PETITION FOR CREATION OF DISTRICT LOCATED WHOLLY IN ONE COUNTY. (a) Before a district located wholly in one county may be created, the county judge of that county must receive

the act or omission:

(1) is in the course and scope of the employee's or volunteer's duties for the district;

(2) takes place during the provision of emergency services;

(3) is not in violation of a statute or ordinance applicable to emergency action; and

(4) is not wilful or wantonly negligent.

(b) This section does not expand the liability of a district. Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 775.034. APPOINTMENT OF BOARD IN DISTRICT LOCATED WHOLLY IN ONE COUNTY. (a) The commissioners court of a county in which a single-county district is located shall appoint a five-member board of emergency services commissioners to serve as the district's governing body. To serve as a member of the board a person must be:

(1) at least 18 years of age; and

(2) a resident citizen of the state and:

(A) a qualified voter within areas served by the district; or

(B) the owner of land subject to taxation in the district.

(b) Except as prescribed by Subsection (c), commissioners serve two-year terms.

(c) After the votes are canvassed and the commissioners court enters the order creating the district, the commissioners court shall appoint the initial emergency services commissioners to serve until January 1 of the year following the district election. On January 1, the court shall designate three of those emergency services commissioners to [redacted] a two-year term and two of those emergency services commissioners to serve a one-year term.

(d) On January 1 of each year, the commissioners court shall appoint a successor for each emergency services commissioner whose term has expired.

(e) The commissioners court shall fill a vacancy on the board for the remainder of the unexpired term.

(f) A member of the board who, because of municipal annexation, is no longer a qualified voter of an area served by the district or no longer owns land subject to taxation by the district may continue to serve until the expiration of the member's term.

(g) The commissioners court shall consider relevant factors in determining the individuals to appoint as emergency services commissioners, including whether the individuals have knowledge that relates to fire prevention or emergency medical services and that is relevant to the common policies and practices of the board.

(h) This section does not apply to a district located wholly in a county with a population of more than three million.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 496, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 272, Sec. 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 235, Sec. 5, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 930, Sec. 4, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 900, Sec. 1, eff. September 1, 2007.

Sec. 775.0345. ELECTION OF BOARD IN CERTAIN POPULOUS COUNTIES. (a) This section applies only to a district located wholly in a county with a population of more than three million.

(b) The governing body of a district consists of a five-person board of emergency services commissioners elected as prescribed by this section. Except as provided by Subsection (h), emergency services commissioners serve four-year terms.

(c) After a district is created, the county judge shall establish a convenient day provided by Section 41.001, Election Code, to conduct an election to elect the initial emergency services commissioners.

(d) To be eligible to be a candidate for emergency services commissioner, a person must be at least 18 years of age and a resident of the district.

(e) A candidate for emergency services commissioner on an initial board must give the county clerk a sworn notice of the candidate's intention to run for office. The notice must state the person's name, age, and address and state that the person is serving notice of intent to run for emergency services commissioner. On receipt of the notice, the county clerk shall have the candidate's name placed on the ballot.

(f) The county clerk shall appoint an election judge to certify the results of the election.

(g) After the election is held, the county clerk or the clerk's deputy shall prepare a sworn statement of the election costs incurred by the county. The statement shall be given to the newly elected board, which shall order the appropriate official to reimburse the county for the county's election costs.

(h) The initial emergency services commissioners' terms of office begin 30 days after canvassing of the election results. The two commissioners who received the fewest votes serve a term that expires on December 31 of the second year following the year in which the election was held. The other emergency services commissioners serve terms that expire on December 31 of the fourth year following the year in which the election was held.

(i) The board shall hold the general election for commissioner every two years on an authorized uniform election date as provided by Chapter 41, Election Code. The board may change the election date from one authorized election date to another

authorized election date and shall adjust the terms of office to conform to the new election date.

(j) Subchapter C, Chapter 146, Election Code, applies to a write-in candidate for emergency services commissioner under this section in the same manner it applies to a write-in candidate for a city office under that subchapter.

Added by Acts 2007, 80th Leg., R.S., Ch. 900, Sec. 2, eff. September 1, 2007.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 454, Sec. 1, eff. January 1, 2010.

Sec. 775.035. ELECTION OF BOARD IN DISTRICT LOCATED IN MORE THAN ONE COUNTY. (a) The governing body of a district located in more than one county consists of a five-person board of emergency services commissioners elected as prescribed by this section. Except as provided by Subsection (g), emergency services commissioners serve four-year terms.

(b) After a district located in more than one county is created, the county judges of each county in the district shall mutually establish a convenient day provided by Section 41.001, Election Code, to conduct an election to elect the initial emergency services commissioners.

(c) To be eligible to be a candidate for emergency services commissioner of a district located in more than one county, a person must be at least 18 years of age and a resident of the district.

(d) A candidate for emergency services commissioner must give the county clerk of each county in the district a sworn notice of the candidate's intention to run for office. The notice must state the person's name, age, and address and state that the person is serving notice of intent to run for emergency services

Added by Acts 2011, 82nd Leg., R.S., Ch. 1097, Sec. 1, eff. September 1, 2011.

Sec. 775.040. FEES FOR PROVIDING SERVICES. A district, or a person authorized by contract on the district's behalf, may charge a reasonable fee for emergency services performed for or on behalf of a person or entity, including a fee for responding to a false alarm or for a fire code inspection.

Added by Acts 1997, 75th Leg., ch. 392, Sec. 4, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 496, Sec. 9, eff. Sept. 1, 1999.

Sec. 775.041. FEE PAYMENT AND COLLECTION. (a) A fee imposed by a district under Section 775.040 must be paid within a reasonable amount of time as established by the district.

(b) If the fee has not been paid in the amount of time established by the district, the district may collect the fee by filing a complaint in the appropriate court of jurisdiction in the county in which the district's principal office or meeting place is located.

(c) If the district prevails in any suit to collect the fee, it may, in the same action, recover reasonable fees for attorneys, expert witnesses, and other costs incurred by the district in the suit. The court shall determine the amount of the attorney's fees.

Added by Acts 1999, 76th Leg., ch. 496, Sec. 10, eff. Sept. 1, 1999.

Sec. 775.042. REMOVAL OF BOARD MEMBER BY BOARD. (a) A board may remove a member if:

(1) the member is absent from more than half of the regularly scheduled board meetings that the member is eligible to attend during a calendar year without an excuse approved by a

majority vote of the board; and

(2) the other members of the board unanimously vote to remove that member.

(b) Not later than the 30th day after the date of a vote to remove a member under Subsection (a), that member may file a written appeal for reinstatement to the commissioners court of the county in which a single-county district is located or, if the district is located in more than one county, the commissioners court of the county where the member resides. The court may reinstate the member if it finds the removal unwarranted after considering:

(1) a reason for an absence;

(2) the time and place of a missed meeting;

(3) the business conducted at a missed meeting; and

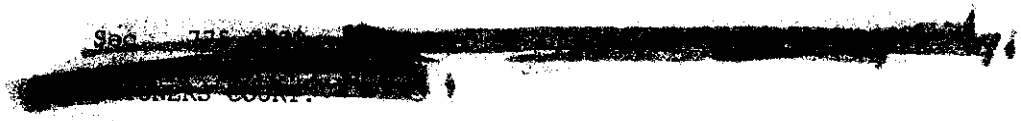
(4) any other factors or circumstances the court considers relevant.

(c) The validity of a board action is not affected because it is taken when a ground for removal of a board member exists.

Added by Acts 1999, 76th Leg., ch. 496, Sec. 10, eff. Sept. 1, 1999.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 308, Sec. 3, eff. June 19, 2009.



(a) This section does not apply to a district unless the commissioners court of the county in which the district is located adopts this section by resolution.

(a-1) This section applies only to an appointed board member. This section does not apply to a board member who:

(1) is elected; or

(2) is appointed to fill a vacancy in an elected board member position.

(b) The commissioners court of the county in which a district is located, by an order adopted by a majority vote after a hearing, may remove a board member for:

(1) incompetency, as defined by Section 87.011, Local Government Code;

(2) official misconduct, as defined by Section 87.011, Local Government Code; or

(3) misconduct, as defined by Section 178.001, Local Government Code.

(b-1) Section 551.0745, Government Code, applies to a deliberation regarding a removal of a board member in the same manner as that section applies to a deliberation regarding a dismissal of a member of an advisory body.

(c) Not later than the 30th day before the date on which the hearing is held, a commissioners court seeking removal under this section must:

(1) notify the board members that it is considering that action; and

(2) provide the board member with an opportunity to show cause why the board member should not be removed.

(d) The validity of a board action is not affected because it is taken when a ground for removal of a board member exists.

Added by Acts 2009, 81st Leg., R.S., Ch. 308, Sec. 2, eff. June 19, 2009.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 116, Sec. 1, eff. May 21, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 116, Sec. 2, eff. May 21, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 639, Sec. 7, eff. June 17,

2011.

Acts 2011, 82nd Leg., R.S., Ch. 639, Sec. 8, eff. June 17, 2011.

Sec. 775.0423. REMOVAL OF ELECTED BOARD MEMBER. (a) This section applies only to a board member who:

(1) is elected; or

(2) is appointed to fill a vacancy in an elected board member position.

(b) A board member may be removed using the procedures provided by Chapter 87, Local Government Code, for:

(1) incompetency, as defined by Section 87.011, Local Government Code;

(2) official misconduct, as defined by Section 87.011, Local Government Code;

(3) intoxication, as described by Section 87.013, Local Government Code; or

(4) misconduct, as defined by Section 178.001, Local Government Code.

(c) The validity of a board action is not affected because it is taken when a ground for removal of a board member exists.

Added by Acts 2011, 82nd Leg., R.S., Ch. 639, Sec. 9, eff. June 17, 2011.

Sec. 775.043. EXEMPTION FROM INVESTMENT TRAINING. (a) Section 2256.008, Government Code, does not apply to an officer or employee of a district created under this chapter.

(b) A district may invest funds only in the authorized investments set forth under Government Code Section 2256.009 (obligations of, or guaranteed by governmental entities), 2256.010 (certificates of deposit and share certificates), or 2256.016 (investment pools), unless the treasurer, chief financial officer

(if not the treasurer), and the investment officer of the district attend and successfully complete the training requirements under Section 2256.008, Government Code.

Added by Acts 1999, 76th Leg., ch. 914, Sec. 1, eff. June 18, 1999. Renumbered from Health & Safety Code Sec. 775.041 by Acts 2001, 77th Leg., ch. 1420, Sec. 21.001(80), eff. Sept. 1, 2001.

Sec. 775.044. VACANCY ON BOARD OF DISTRICT LOCATED IN MORE THAN ONE COUNTY. (a) Not later than the 90th day after a board vacancy for a district located in more than one county occurs, the remaining board members shall appoint a person to fill the unexpired term.

(b) If the board has not filled the vacancy before the 91st day after the date of the vacancy, the commissioners court of the county where the previous board member resided shall appoint a person to fill the vacancy.

(c) A person appointed under this section must be eligible to serve under Section 775.035.

Added by Acts 2005, 79th Leg., Ch. 384, Sec. 2, eff. September 1, 2005.

Sec. 775.0445. VACANCY ON BOARD OF DISTRICT LOCATED IN CERTAIN POPULOUS COUNTIES. (a) In this section, "vacancy" means a vacancy in the office of director that occurs for any reason, including an office that is vacant because:

(1) a director was disqualified under Section 775.0355; or

(2) no candidate filed for election to the office.

(b) This section applies only to a district located wholly in a county with a population of more than three million.

(c) Not later than the 90th day after a board vacancy occurs, the remaining board members shall appoint a person to fill the

AI-36732 **Budget and Management 21. A. 1.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Richard Ozuna **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Courthouse Security (1241):
Approval of 2013 appropriation of funds into Courthouse Security Fund (1241) in the amount of $1,500.00 to fund repairs of metal detector at Courthouse.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1241-421-23-115-044-0-XXX

FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds pending rollover of 2012 fund balance.

2012 Fund Balance as of 1/31/13 $12,620.45.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 04:09 PM
Sylvia Solis	Sylvia Solis	02/01/2013 10:59 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Erika Zamora Started On: 01/31/2013 03:43 PM

Final Approval Date: 02/01/2013

DATE: January 31, 2013

2013
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Courthouse Security Fund

ACCOUNT NUMBER: 3-1241-421-23-115-044-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 ext. 5416

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
3-1241-421-23-115-044-0- 431	Courthouse Security	Bldg & Other Str R&M	1,500.00
		TOTAL BUDGET INCREASE (DECREASE)	**1,500.00**

REASON: Appropriation of funds from Fund Balance to fund repair of metal detector in courthouse.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-36735 **Budget and Management 21. A. 2.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Renan Ramirez **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Justice Court Technology (1242):
Approval of 2013 appropriation of funds into Justice Court Technology Fund (1242) in the amount of $410,492.91 to fund two phases of the Constable Automation Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1242-412-00-060-001-0-XXX

FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds pending rollover of 2012 Fund Balance.

2012 Fund Balance as of 1/31/13 $627,365.87.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 04:18 PM
Rosalinda Cantu	Rosie Cantu	01/31/2013 04:58 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Erika Zamora Started On: 01/31/2013 03:57 PM

Final Approval Date: 02/01/2013

DATE: February 5, 2013

2013
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Justice Court Technology Fund

ACCOUNT NUMBER: 3-1242-412-00-060-001-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 ext. 5416

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
3-1242-412-00-060-001-0-	**745**	Justice Crt Tech	Computer Equipment	360,536.91
3-1242-412-00-060-001-0-	**336**	Justice Crt Tech	Computer Services	26,210.00
3-1242-412-00-060-001-0-	**532**	Justice Crt Tech	Wireless Devices	22,794.00
3-1242-412-00-060-001-0-	**619**	Justice Crt Tech	Other Misc Supplies	952.00
			TOTAL BUDGET INCREASE (DECREASE)	**410,492.91**

REASON: Appropriation of funds from Fund Balance to fund two phases of Constable Automation Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-36435 **Purchasing Department 22. A. 3.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of tabulation for action by CC to award to multiple vendors that submitted the lowest bid by category/item and meeting all specifications and requirements with approval of contract to multiple vendors for: "Pipes (Reinforced Concrete tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Inlets, Manholes and Additional Miscellaneous Items" RFB 2013-025-01-09-YZV.

b. Requesting authority to re-advertise and approval of procurement packet (i.e., specifications, requirements, legal notice and draft contract etc.,) "Pipes (Reinforced Polyethylene Pipe, Corrugated PVC Storm Sewer Pipes, Corrugated Steel Storm Sewer Pipe, Plumbing Pipes and Additional Miscellaneous Items)" RFB 2013-025a-02-27-YZV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** Countywide obj. 673

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

This is a countywide contract. User departments are mostly the Pcts. Possible funding source is obj. 673 "R & B R M Supplies". Please refer to attached expense report for funding availability as of 1-24-13.

Attachments

Acceptance-Participation Sheet

Precincts-Recommendation

LEGALS OK

Draft-RFP Packet

Obj. 673 Exp. Report as of 1-24-13

Legals Approved Requirements Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/24/2013 10:37 AM
Budget & Management	Obdett Calzada	01/24/2013 10:59 AM
Ivan Cantu	Ivan Cantu	01/24/2013 01:49 PM
Auditor's Office	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Yolanda Velasquez Started On: 01/16/2013 11:11 AM

Final Approval Date: 02/01/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: JANUARY 09, 2013	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes Manholes & Additional Miscellaneous Items)	
BID NO: 2013-025-01-09-YZV	**BUYER: YOLANDA VELASQUEZ**

BID # RFB#	NAME OF COMPANY	ACKNOWLEGMENT OF RECEIPT
#1	H. D. Supply Waterworks	√
#2	L & R Precast Concrete Works, Inc	√
#3	Rio Valley Pipe LLC	√
#4	ACT Pipe & Supply	√
#5		
#6		
#7		
#8		
#9		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: January 09, 2013 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY- PIPES Reinforced Concrete Tongue & Groove, Rubber Gasket Joint concrete Pipes, Inlets & Manholes & Additional Miscellaneous Items"
BID NO.: 2013-0252-01-09-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Contech Construction	BLM EMAIL	byazdaniha@conteches.com	12/11/12	404 E. Ramsey Suite 109 San Antonio, TX 78216 Tel: 210-737-1129
2.Alamo Concrete	BLM EMAIL	lmartinez@alamoconcrete.com	12/11/12	P.O. Box 531808 Harlingen, Texas 78553
3.Advance Drainage Systems	BLM EMAIL	Armando.blanco@ads-pipe.com	12/11/12	3137 Obsidian Drive Brownsville, Texas 78526 Tel: 956-592-3215
4.HD Waterworks	BLM EMAIL	Joel.garcia@hdsupply.com	12/11/12	P.O. Box 2227 McAllen, Texas 78502 Tel: 956-631-3341
5.Rio Valley Pipe, LLC	BLM EMAIL	sboyd@riovalleypipe.com	12/11/12	7301 W. Expressway 83 Mission, Texas 78572 Tel: 956-369-5250
6.Aguaworks Pipe & Supply	BLM EMAIL	thomasbennett@aguaworkspipe.com	12/11/12	Brownsville, Texas
7.Morrison Supply Company	BLM EMAIL	mbuttles@yahoo.com	12/11/12	Harlingen, Texas
8. Prime Vendor INC.	EMAIL	Bids3@prime-vendor.com	12/14/12	4622 Cedar Avenue Suite #123 Wilmington, NC 28403 Tel: 800-746-9554
9.Concrete Asphalt Pipe Associates (CAPA) dba/Rio Valley Pipe	EMAIL	sales@riovalleypipe.com	12/26/12	7301 W. Exp. 83 Mission, Texas 78572 Tel: 956-432-0600
10.Virtual Builders Exchange	EMAIL	josh@virtualbx.com	01/02/13	4047 Naco Perrin, Ste 100 San Antonio, Texas 78217 Tel: 210-564-6900
11. ACT Pipe & Supply	EMAIL	lzavala@actpipeandsupply.com	01/04/13	1004 N. Shary Rd Mission, Texas 78572 Tel: 956-583-1558
12.				

***VIA:**
IN PERSON (IP) **TELEPHONE REQUEST (TR)** **FACSIMILE (FAX)**
BIDDER LIST MAIL OUT (BLM) **E-MAIL (EM)**

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Honorable A. C. Cuellar
H.C. Commissioner Pct. 1
Attn: Raul Lozano, Chief Administrator

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer III

Date: January 11, 2013

Re: **REQUEST FOR RECOMMENDATION for: RFB-2013-025-01-09-YZV "PIPES-(Reinforced Concrete Tongue & Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe Corrugated PVC, Steel Storm Sewer Pipes, Manholes and Additional Miscellaneous Items)**

We received four (4) responses to the above mentioned project. Enclosed you will find a copy of the Tabulation sheets for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wesday, January 17, 2013 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 3-1200-431-00-121-005-0-xxx or other special accounts.

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

Raul Lozano — Raul Lozano — 1-16-13

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Honorable Hector (Tito) Palacios
H.C. Commissioner Pct. 2
Attn: Ricardo Cuellar, Field Operations Foreman

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer III

Date: January 11, 2013

Re: **REQUEST FOR RECOMMENDATION for: RFB-2013-025-01-09-YZV "PIPES-(Reinforced Concrete Tongue & Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe Corrugated PVC, Steel Storm Sewer Pipes, Manholes and Additional Miscellaneous Items)**

We received four (4) responses to the above mentioned project. Enclosed you will find a copy of the Tabulation sheets for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Thursday, January 17, 2013 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 3-1200-431-00-122-006-0-673

Recommendations/Concerns:

Account also depends on Project

If you should have any questions or need additional information please let me know.

Ricardo Cuellar RICARDO CUELLAR 1/23/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Honorable Joe M. Flores
H.C. Commissioner Pct. 3
Attn: Saul Ramirez, Field Operations Foreman

From: Yolanda Velasquez YV
Purchasing Dept., Buyer III

Date: January 11, 2013

Re: **REQUEST FOR RECOMMENDATION for: RFB-2013-025-01-09-YZV "PIPES-(Reinforced Concrete Tongue & Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe Corrugated PVC, Steel Storm Sewer Pipes, Manholes and Additional Miscellaneous Items)**

We received four (4) responses to the above mentioned project. Enclosed you will find a copy of the Tabulation sheets for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Thursday, January 17, 2013 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 3-1200-431-00-123-065.0-731 and fund 1100,

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

J. M. Flores — Joe M. Flores — 1/23/13

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

From: Martha Salazar
To: "Yolanda Velasquez"
Subject: FW: Pipes
Date: Tuesday, January 22, 2013 5:07:48 PM
Importance: High

GREAT!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, January 22, 2013 4:50 PM
To: 'Martha Salazar'
Subject: RE: Pipes

The contracts are fine. 

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, January 22, 2013 4:10 PM
To: 'Steve Crain'
Subject: FW: Pipes
Importance: High

Mr. Crain:
Please review and comment on the final contract documents. You had already approved the draft.
Thanks,
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, January 22, 2013 3:40 PM
To: 'Martha Salazar'
Subject: RE: Pipes

Hello Mrs. Marty

Please forward to legal Requirements Contract for review of multiple award for the Pipes Project. I have attached the RFB Packet which would be the same exhibit "A" for all contracts.

Yoli

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 19, 2012 4:23 PM
To: 'Yolanda Velasquez'
Subject: FW: Pipes

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, November 19, 2012 4:16 PM
To: 'Martha Salazar'
Subject: RE: Pipes

The draft is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 19, 2012 3:29 PM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'
Subject: FW: Pipes
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Monday, November 19, 2012 1:40 PM
To: 'Martha Salazar'
Subject: Pipes

Hello Mrs. Marty,

Can you please forward the draft contract to legal for review and comment as to form.

Thank you,

Yolanda Z. Velasquez, Buyer III
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: yolanda.velasquez@co.hidalgo.tx.us
"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

Bid No: 2013-025a-02-27	Buyer: Yolanda Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

Hidalgo County–"PIPES-(Reinforced Polyethylene Pipe, Corrugated PVC and Steel Storm Sewer Pipes, Plumbing Pipes and Additional Miscellaneous Items)"

BID OPENING DATE:

February 27, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

DRAFT

1. Sealed bids will be received for **Hidalgo County – "PIPES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Five (5) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-025a-02-27-YZV - Hidalgo County – "PIPES"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 27, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-025a-02-27-YZV-Hidalgo County–"PIPES".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders

are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **Hidalgo County–"PIPES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar
Hidalgo County Precinct #2
300 West Hall Acres Rd., Suite G
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**February 27, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of

Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

DRAFT

Bid

HIDALGO COUNTY
"PIPES"
BID NO.: 2013-025a-02-27-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Polyethylene Pipe, Corrugated PVC Storm Sewer Pipes, Corrugated Steel Storm Sewer Pipes, Plumbing Pipes, & Additional Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Initial term of contract will be for a one (1) year period with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category D: Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with

the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

8. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered or (c) terminated by the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yolanda Velasquez. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yolanda.velasquez@co.hidalgo.tx.us no later than, Wednesday, February 20, 2013 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, February 22, 2012.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to these specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

DRAFT

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS (Cont.)

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

DRAFT

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

DRAFT

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

EXHIBIT "B" – BID PAGE

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2013-025-01-09-YZV

COMPANY:

CATEGORY (A) – PIPES

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE		
DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2013-025-01-09-YZV

COMPANY:

CORRUGATED STEEL STORM SEWER PIPE

(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)

DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

	PLUMBING PIPES – 20 FOOT SECTIONS			
PVC	**PRICE**		**COPPER**	**PRICE**
½"			½"	
1 ½"			¾"	
2"				
3"				
4"				

AWWA C905 PVC PLASTIC WATER PIPE

DESCRIPTION	DR 18 PRICE		DR 25 PRICE		DR 32.5 PRICE		DR 41 PRICE		DR 51 PRICE	
14"		LF		LF		LF		LF		LF
16"		LF		LF		LF		LF		LF
18"		LF		LF		LF		LF		LF
24"		LF		LF		LF		LF		LF
30"		LF		LF		LF		LF		LF
36"		LF		LF		LF		LF		LF
42"		LF		LF		LF		LF		LF
48"		LF		LF		LF		LF		LF

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC , Steel Storm Sewer Pipes & Additional Miscellaneous Items)" – Hidalgo County
RFB NO. 2013-025-01-09-YZV

COMPANY:

CATEGORY (D) – MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" PVC SCHEDULE 40 WATER LINE DR 18	EA	
1.5 " PVC SCHEDULE 40	EA	
0.75 " PVC SCHEDULE 40	EA	
0.5 " PVC SCHEDULE 40	EA	

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE No: _____ **FAX No:** _____ **CELL №** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

EMAIL: _____

DRAFT

REQUIREMENTS AGREEMENT
C-2013-025a-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of_____ _____, by and between _____ ("Seller") and **Hidalgo County (**"Buyer")**.**

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Pipes-(Reinforced Polyethylene Pipe, Corrugated PVC and Steel Storm Sewer Pipes, Plumbing Pipes and Additional Miscellaneous Items",** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence MONTH DAY, 2013 through MONTH DAY, 2013. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period under the same rates, terms and conditions at the end of the contract term for unforeseen delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to

Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of

the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,

administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's written notice prior to cancellation.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

DRAFT

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

VENDOR:

By:_____

Printed Name:_____

Company:_____

Approved on Commissioners' Court: _____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen Crain

REQUIREMENTS AGREEMENT
C-2013-025-02-05

THIS AGREEMENT (the "Agreement") is entered into effective as of February 05, 2013, by and between _____ ("Seller") and **Hidalgo County (**"Buyer")**.**

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Pipes-Reinforced Concrete Tongue & Groove, Rubber Gasket Joint Concrete Pipes, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe Corrugated PVC, Steel Storm Sewer Pipes, Inlets Manholes and Miscellaneous Items",** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 01, 2013 through February 28, 2014 with the County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period under the same rates, terms and conditions at the end of the contract term for unforeseen delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller

a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are

solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's written notice prior to cancellation.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for

any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

Vendor

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court: _____

APPROVED AS TO FORM
Atlas & Hall, and Rodriguez, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT “A”

RFB PACKET

EXHIBIT "B"

BID PAGE

EXHIBIT "C"

INSURANCE

AI-36591 **Purchasing Department 22. A. 4.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval to exercise option to "terminate" agreement with Coca-Cola Refreshments USA, Inc. f/k/a Coca-Cola Enterprises Inc., by issuing the contractual stated thirty (30) day written notice under contract# C-12-031-09-18 for the purposes of "Vending Machine Services" (on an as needed basis) for the County of Hidalgo, due to non responsive and/or default by awarded successful vendor;

b. Requesting authority to advertise the Request for Proposals (RFP): “Vending Machine Services" (on an as needed basis) for Hidalgo County with approval of draft procurement packet (RFP No. 2013-000-00-00-SMA)

BACKGROUND

Contract #C-12-031-09-18-Coca-Cola Refreshments USA, Inc. f/k/a Coca-Cola Enterprises Inc.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-360-00-000-000-0-000

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

This a revenue generating project, thus no fiscal impact to Co.

Attachments

awarded contract#C-12-031-09-18-Coca Cola Inc-HC

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/24/2013 10:37 AM
Budget & Management	Obdett Calzada	01/24/2013 11:24 AM
Ivan Cantu	Ivan Cantu	01/31/2013 01:50 PM
Auditor's Office	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Letty Saenz Started On: 01/23/2013 03:51 PM

Final Approval Date: 02/01/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-031-09-18

THIS CONTRACT is made and entered into this **18th** day of **September, 2012** by and between the **County of Hidalgo, Texas** ("County"), and **Coca-Cola Refreshments USA, Inc.** f/k/a **Coca-Cola Enterprises Inc.** ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Vending Machine Services" (on an as needed basis)** and;

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Proposals (RFP) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFP"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Proposals (RFP) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County** as identified in Exhibit "A" Request for Proposals (RFP) Procurement Packet. The County may however, eliminate or add vending machines if in the County's sole discretion, the County determines it would be in its best interest to do so. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and any extension thereof, the services in accordance with the (RFP) procurement packet (the "Services"). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these Services from other sources other than the Company and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year,** commencing, **September 18, 2012**, Expiring, **September 17, 2013** and may be extended at the sole discretion of the County for an additional four (4) one (1) year terms under the same rates, terms and conditions. County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay **commission payments on a monthly basis by the 10th of each month** to the County as described in Exhibit "A", Request for Proposals Procurement Packet, Legal Notices, #15 of page 4, attached hereto, payable to the Hidalgo County Treasurer's Office, 2810 South Business Highway 281, Edinburg, Texas 78539.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage prior to providing the Services.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	**Coca-Cola Refreshments USA, Inc.** f/k/a **Coca-Cola Enterprises Inc.** 2400 West Expressway 83 McAllen, Texas 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County with or without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2012.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Hon. Stephen L. Crain, Attorney

Approved By Commissioners Court:_____ 2012

COUNTY OF HIDALGO

ATTEST:

By:_____
Hon. Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Coca-Cola Refreshments USA, Inc. f/k/a **Coca-Cola Enterprises Inc.**

By:_____
Printed Name: Frank G. Sanchez, Jr.
Title: FSOP District Manager

EXHIBIT “A”

REQUEST FOR PROPOSALS (RFP) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 7, 2012

_____
Respondent's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals -**"VENDING MACHINE SERVICES"**
RFP No: 2012-031-03-21-SMA

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL (RFP)

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HIDALGO COUNTY
"Vending Machine Services"
RFP No: 2012-031-03-21-SMA

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3.	Exhibit A, Requirements	8
4.	Attachment A-Location of Vending Machines	3
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
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9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

March 07, 2012
Date

RFP NO: 2012-031-03-21-SMA	BUYER II: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

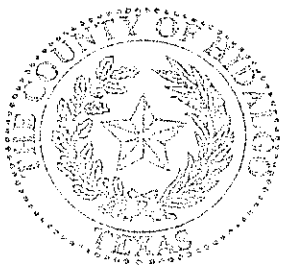
Hidalgo County

"VENDING MACHINE SERVICES"

Proposal Opening Date: March 21, 2012 @9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626



1. Sealed proposals will be received for **"Hidalgo County – Vending Machine Services",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. **One (1) original and seven (7) copies** of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2012-031-03-21-SMA-"Hidalgo County- Vending Machine Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, March 21 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2012-031-03-21-SMA- HIDALGO COUNTY- VENDING MACHINE SERVICES

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, March 14, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, March 16, 2012, .TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize

himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within ninety (90) days from the scheduled time to open proposals.

8. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

9. County reserves the right to accept or reject any or all proposals.

10. Any shipping costs are to be F.O.B., destination. (Proposer pays all shipping cost an remains responsible until County takes procession.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

14. **DELIVERY INSTRUCTIONS:** (If applicable)
- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB,Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

15. COMMISSIONS AND PAYMENTS TO COUNTY:

Awarded Proposer shall submit separate **commission payments on a monthly basis by the 10th of each month for the preceding calendar month, to** Hidalgo County Treasurer's Office. Detailed report of sales revenue by machine, location, and time period shall also be attached. Mail to: Hidalgo County, **ATTN: Budget & Management, 2818** S. Bus. Hwy. 281, Edinburg, TX 78539 and Purchasing Department 2812, Bus. Hwy. 281, Edinburg, TX 78539. Vendor shall furnish all reports pertaining to this agreement and may be examined by the County at any time. The awarded vendor shall pay County Treasurer located on 2810 S. Bus. Hwy Edinburg, TX, without demand, on or before the 10th day of each month for the preceding calendar month, Vendors should keep the Purchasing department advised of any changes in your addresses.

16. SCHEDULE OF EVENTS

Proposal Opening, 9:30 A.M.,	**March 21, 2012**
Project/Anticipated Award Date:	**_____, 2012**
Commence Work or Deliver Products	**_____, 2012**

17. ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION ~~PAYMENT UNDER CONTRACT:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or

for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be

obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response (if applicable), a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32 Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL
HIDALGO COUNTY
"Vending Machine Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer Name: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Request for Proposal
Hidalgo County
"Vending Machine Services"
RFP NO: 2012-031-03-21-SMA

Overview:
The objective of this Request for Proposals (RFP) is to obtain proposals from qualified Proposer(s) s that will provide Hidalgo County with ***"Vending Machine Services"*** that are comparable or better in nature, quality, design, performance, reliability and maintainability to the specifications as stated herein for the Hidalgo County.
Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of ***"Vending Machine Services"*** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March 21, 2012.** **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The following outlines the Request for Proposals:

SECTION I
General Terms and Conditions

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFP QUESTIONS AND ANSWERS:
Any question(s) regarding the requirements or RFP procedures must be in writing and may be sent via facsimile to 956-292-7612 or via e-mail to Sandra.montalvo@co.hidalgo.tx.us by no later than *Wednesday, March 14, 2012 @ 5:00 P.M.* Responses will be sent to all applicants via facsimile *by Friday, March 16, 2012 at 5: 00 p.m.* **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PRE-PROPOSAL CONFERENCE:
A Pre-Proposal Conference will be held on ***Wednesday, March 14, 2012, 2:30 p.m.*** *in* **HIDALGO COUNTY (New Administration Building) - PURCHASING DEPARTMENT Conference Room located at 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**. All interested Proposers are encouraged to attend in order to have a better understanding of the requirements of the vending machine services for Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or

business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff. Hidalgo County is RFP responses be clearly marked and/or labeled with the Company's name, RFP Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:
The initial term of the contract shall be for a **one** ***(1) year period from date of award of contract***, with the County's option for four (4) additional o***ne (1) Year*** extensions based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

DAVIS BACON ACT: (if applicable).
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications

SECTION II
Scope of Services and/ or Requirements

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

REQUIREMENTS/Performance-including, but is not limited to the following:

1. Prices in all vending service machines shall not be greater than those charged at comparable vending service locations in the County area.

2. Proposer(s) shall fumish any and/or all equipment, fixtures, etc., necessary for the operation of a Vending Service for County facilities.

3. Hidalgo County Facilities Management and Purchasing Department reserves the right to approve all vending machines before installation and requires replacement and/or removal, of machines which for any reason are not considered acceptable. Outdated machines or obsolete machines shall not be used in any areas. Machines with dents, cracks, paint chips, etc., shall not be acceptable. Proposer(s) shall repair or replace such equipment at his expense.

4. Proposer(s) shall be on call at all times during operation of vending services, with a response time of not more than two (2) hours to service and/or repair breakdown of machines.

5. Proposer(s) shall keep vending service machines properly stocked and operational for business from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. Proposer(s) shall have vending machines at each facility filled by 9:00 a.m. each day. **(refer to Attachment A)**

6. Proposer(s) shall respond to calls for service or re-stocking of machines within 48 hours.

7. Proposer(s) shall abide by all Federal or State regulations as to policy, limitations on food products, drinks, etc., sold in vending service machines.

8. Proposer(s) shall abide by all County, City, State and/or Federal Health and Sanitary regulations in the operation and maintenance of the vending service, and to make the places where vending machines are used and/or food products and/or drinks are stored accessible at all times to County, City, State and/or Federal Health and Sanitary inspectors.

9. Proposer(s) shall not permit any disorderly conduct or practice in violation of any ordinances of the County or Cities in County or of any State of Federal Law, or of a sort likely to bring discredit upon County.

10. County will provide water service, electricity, lighting, heating and air conditioning of facilities, but without liability on County's part arising from temporary interruption on account of breakdown, power failure or like causes. Proposer(s) shall use such utilities by exercising the same degree of care and economy as would be exercised if Proposer(s) were paying for such utilities.

11. Except for utilities, Proposer(s) shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to or at County facilities or of any person employed or claiming to have been employed by Proposer(s) .

12. Prices shall be plainly posted for each item in the vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted.

13. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale in County facilities.

14. Proposer(s) shall accept full responsibility for the installation and efficient operation of all equipment used.

15. Proposer(s) shall not employ any person or persons in or about County facilities who shall use improper language or act in a loud, boisterous manner, and shall, upon request of the County, immediately remove any

employee deemed unsuitable.

16. Proposer(s) shall provide an adequate number of personnel to properly service and stock vending machines.

17. Proposer(s) employees shall at all times be polite and courteous in the dealings with patrons of County.

18. Proposer(s) shall provide a means for County patrons or employees to receive refunds for faulty working machines and any products that are not up to standard at that same location. The means of refund must be immediate at the same location. Description of proposed refund procedures should be included in response.

19. Proposer(s) should include a list of all types of food products and drinks with proposed retail prices in his proposed any available company brochures or product brochures should also be included.

20. Proposer(s) should display a phone number on each machine for reporting any malfunctioning of the machine.

21. All locations should include a dollar change machine or Drink/Snack machines equipped to take dollar bills.

22. It is County's preference that Proposer(s) provide new machines to Hidalgo County and not used machines.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:

A prospective proposer must affirmatively demonstrate their responsibility. A prospective proposer must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

COST SUBMITTALS/RATES

Proposal should include a **price schedule** and a **commission schedule** with the percentage of gross sales (excluding Texas State Sales Tax) including a list of snacks and drinks that are offered by your company. Pricing for items must specify the time period that rates will remain firm.

REASON FOR SERVICES:

The sole purpose in granting vending in these areas is to provide employees and visitors thereto, such services and accommodations as may be necessary for their drink and snack needs. During business hours, services are provided to employees and visitors in the event they are unable to leave the building to satisfy their drinks and snack needs.

RATES TO EMPLOYEES AND THE PUBLIC:

Rates charged shall be comparable to those charged for similar facilities

SELLING PRICES:

Items sold in the vending machines shall be priced reasonably and competitively and, in no event, exceed limits set by contract. All prices shall be firm for the duration of the contract including renewals. Prices may require adjustment from time to time as a result of market changes, which are beyond the Proposer(s) s control. In such event, Proposer(s) shall present appropriate documentation along with a request for vending cost changes to the Hidalgo County Purchasing Department annually at time of contract renewal. County reserves the right to seek any additional information as may be necessary to make a decision and reserves the right to reject such application without penalty or grievance. Commission or payment guarantees shall remain constant regardless of whether vending prices are adjusted.

USER TRAFFIC

The amount of user traffic will vary by location. It is anticipated that traffic will include county personnel and visitors.

INSPECTION:

Upon receiving item(s), they will be inspected for compliance with the Proposal Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an proposer cannot furnish a sample of a proposed item, when applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

INSTALLATION and REMOVAL:

1. Machines will be installed at locations listed herein; however, title ownership of each machine shall be retained by the Proposer(s), who shall be responsible for the equipment at all times and in all respects. Hidalgo County will not own, rent, nor lease the machines in conjunction with this contract.

2. Proposer(s) shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines. Proposer(s) shall be responsible for all damage to County property resulting from the Proposer(s) s operation, which shall be promptly repaired by the Proposer(s) at the Proposer(s)'s sole expense.

3. Proposer(s) will be required to coordinate with Hidalgo County Facilities Management the installation of equipment with the removal of equipment if applicable, by the current Proposer(s) in order to assure a minimum period of time without service and that all equipment is in place.

4. Current awarded Proposer(s) will remove all vending machines within ten (10) days after termination of date of contract.

PERFORMANCE OF CONTRACT

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting.

LOCATION OF VENDING MACHINES:

The following locations and/or machine requirements listed below are to be considered. The County reserves the right to request additional vending machines or reduce the number of machines as necessary and Proposer(s) agrees to comply with such requests **(REFER TO ATTACHEMENT- A)**

CONTRACT LIENS PROHIBITED:

Successful proposer shall not permit any mechanics, materialmen or contractor's lien to attach to the Hidalgo County premises or to the improvements there upon. No person placing trade fixtures upon County premises shall have any right to remove the same except under such circumstances, as, by the provisions of this contract would entitle the successful proposer to do so.

SIGNS/ADVERTISEMENT:

Other than signs on proposer's own machines, successful proposer shall neither place, nor cause to be placed, any sign projection, advertisement or device of any kind at or upon the premises, or upon the sidewalks or streets adjacent thereto, or upon the roof or any of the outside walls of buildings containing Hidalgo County designated premises.

REQUESTED INFORMATION:
Successful proposer shall furnish to Hidalgo County, upon request from Hidalgo County, copies of any and/or all invoices containing wholesale costs for any and/or all items purchased. All items sold in county vending machines.

PROPOSER'S ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) are to provide a proposed fee based on the scope of services and/ or requirements requested.

RFP SUBMITTED TO:
An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

SECTION III
Selection/Evaluation/Ranking

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1) Proposer's total proposed commission — 30 points
   - Commission Rate of Proposal

2) **Proposer's total proposed selling price for products** — 30 points
   - Proposals price for products *(higherscorebased on lower price)*

3) **Proposer's Support/Service/Warranty/Qualifications** — 20 points
   - Demonstrated prior experience in providing similar services
   - Capability to provide responsive service
   - Capability to provide technical support
   - Service and technical support

4) **The proposed product and services meeting County's needs and requirements** — 20 points
   - Adherence to requirement of RFP
   - Proposer's responsibility clearly defined
   - County's participation and responsibility clearly defined
   - Demonstrated ability to fully meet the needs of County
   - Product availability

Proposers total **100 points**

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a best and final offer and/or contract for negotiation based on the Evaluation Criteria Exhibit B. If negotiations prove unsuccessful, the next highest ranked firm/company will be contacted.

ATTACHMENT "A"
Locations of Vending Machines

The premises covered herein shall be the most current vending machine locations in Hidalgo County.

	LOCATIONS	Snack Machines	Beverage Machines
1.	Hidalgo County Sheriff's Office- Academy Training Center 715 El Cíbolo Rd Edinburg, Tx Contact: Juan Tapia 956-383-8114	**1**	**1**
2.	Hidalgo County Adult Detention Center 701 El Cibolo Rd Edinburg, Tx Contact: Capt. Rene Gonzalez 956-381-7800	**3**	**3**
3.	Hidalgo County Law Enforcement Center 711 El Cibolo Rd Edinburg, Tx Contact: Anecleto Martinez 956-383-8114	**2**	**2**
4.	Hidalgo County Sheriff's Office (Motor Pool Service Center) 713 El Cibolo Rd Edinburg, Tx 78539 Contact: A. Martinez 956-383-8114	**none**	**1**
5.	Hidalgo County Juvenile Justice Center & 449th District Court 1001 N. Doolittle Rd. Edinburg, Tx Contact: Elena Gaitan 956-587-6200	**1**	**1**
6.	Hidalgo County Adult Probation 3100 S. Bus 281 Edinburg, Tx Contact: Diana Solis 956-292-7000 ext. 4413	**1**	**3**
7.	Hidalgo County Substance Abuse Treatment Facility (SATF) 1000 N. M. Rd Edinburg, Tx Contact: Melissa Garza 956-289-7413	**2**	**1**
8.	Hidalgo County Election Department 101 S. 10th Edinburg, Tx Contact: Veronica Lopez 956-318-2571	**none**	**1**
9.	Hidalgo County Administration (ATRIUM) 100 East Cano 1st Floor Edinburg, Tx Contact: Irene Cantu 956-289-7850	**1**	**1**
10.	Hidalgo County Buildings & Grounds 3100 S. Hwy 281 Edinburg, Tx Contact: Irene Cantu 956-289-7850	**1**	**1**
11.	Hidalgo County-430th Judicial District Court 111 S. 9th St. Edinburg, Tx Contact: Maricela Salinas 956-318-2900	**1**	**1**
12.	Hidalgo County Drainage District (Shop) 800 N. Doolittle Edinburg, Tx Contact: Sylvia Sanchez	**none**	**1**

	LOCATIONS	Snack Machines	Beverage Machines
	956-318-2641		
13.	Hidalgo County Health & Human Services (Central Office) 1304 S. 25th St Edinburg, Tx Contact: Josie Escalante 956-383-6221	**1**	**1**
14.	Hidalgo County Health & Human Services/Tax Department (Auto License) WIC Clinics 300 E. Hackberry Ave. McAllen, Tx Contact: Josie Escalante/Mague González 956-383-6221	**1**	**1**
15.	Hidalgo County Administration Building (f/n/a K-Mart Building) 2802 S. Bus. 281 Edinburg, Tx Contact: Martha "Marty" Salazar 956-318-2626	**1**	**2**
16.	Hidalgo County Precinct No. 1-(Road & Bridge Office) Mile 11 N. X Mile 1 ½ E. Sunset Park Mercedes, Tx 78570 Contact: Noe Montez 956-565-6900	**1**	**1**
17.	Hidalgo County Precinct No. 1 Administration Office & Tax Office 1902 Joe Stephens Ave. Weslaco, Tx Contact: Noe Montez 956-968-8733	**2**	**2**
18.	Hidalgo County Precinct No. 1 (Park's Office) 28312 N. FM 88 (1.5 N. of Monte Alto East side of FM 88) Monte Alto, Tx 78596 Contact: Santiago Zavala/Anthony Webber 956-262-6585	**1**	**1**
19.	Hidalgo County Precinct No. 3 (LA MANSION) 2401 N. Moorefield Mission, Tx 78572	**1**	**1**
20.	Hidalgo County Precinct No. 3 (Motor Pool-Mechanic Shop-Iowa & 107) 8310 W. Mile 7 Mission, Tx 78572 Contact: Norma Ceballos 956-585-4509	**none**	**1**
21.	Hidalgo County Precinct No. 4 (Admin.Office) 1102 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	**1**	**1**
22.	Hidalgo County Precinct No. 4 (Shop) 1051 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	**1**	**1**
23.	Hidalgo County WIC Administration Office 3105 W. University Drive Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
24.	Hidalgo County WIC & Health Clinics 3105 E. Richardson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
25.	Hidalgo County Community Center WIC & Health Clinics 230 N. 8th St.	**none**	**1**

	LOCATIONS	Snack Machines	Beverage Machines
	San Carlos, Tx Contact: Mague Gonzalez 956-381-4646		
26.	Hidalgo County WIC Clinic 113 Dawson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
27.	Hidalgo County WIC Clinic 3001 N. 23rd Street, Suite 8 McAllen, Tx 78502 Contact: Mague Gonzalez 956-381-4646	**none**	**1**
	GRAND TOTAL	**23**	**34**

EXHIBIT "B"

Hidalgo County
Vending Machine Services
Evaluation Criteria and Evaluation Form
RFP № 2012-035-03-21 SMA

The award of the contract shall be made to the responsible participant whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into percentage factors as follows:

1) **Proposer's total proposed commission** ➢ Commission Rate of Proposal	30 POINTS
2) **Proposer's total proposed selling price for products** ➢ Proposals price for products *(higherscorebased on lower price)*	30 POINTS
3) **Proposer's Support/Service/Warranty/Qualifications** ➢ Demonstrated prior experience in providing similar services ➢ Capability to provide responsive service ➢ Capability to provide technical support ➢ Service and technical support	20 POINTS
4) **The proposed product and services meeting County's needs and requirements** ➢ Adherence to requirement of RFP ➢ Proposer's responsibility clearly defined ➢ County's participation and responsibility clearly defined ➢ Demonstrated ability to fully meet the needs of County ➢ Product availability	20 POINTS
PROPOSERS TOTAL	**100 POINTS**

EXHIBIT "B"
Evaluation Form

Selection Criteria	Maximum Points breakdown	Score
1) PROPOSER'S TOTAL PROPOSED COMMISSION *---(Maximum 30 points)*		
➢ Commission Rate of Proposal	0-30	
	TOTAL:	
Comments/Rationale for points:		
2) PROPOSER'S TOTAL PROPOSED SELLING PRICE FOR PRODUCTS –(*Maximum* 30 points)		
➢ Proposals price for products *(higherscorebased on lower price)*	0-30	
	TOTAL:	
Comments/Rationale for points:		
3) PROPOSER'S SUPPORT/SERVICE/WARRANTY/QUALIFICATIONS ***---(Maximum 20 points)***		
➢ Demonstrated prior experience in providing similar services	0-05	
➢ Capability to provide responsive service	0-05	
➢ Capability to provide technical support	0-05	
➢ Service and technical support	0-05	
	TOTAL:	
Comments/Rationale for points:		
4) PROPOSED PRODUCT AND SERVICES MEETING COUNTY'S NEEDS & REQUIREMENTS *(Maximum 20 points)*		
➢ Adherence to requirement of RFP	0-4	
➢ Proposer's responsibility clearly defined	0-4	
➢ County's participation and responsibility clearly defined	0-4	
➢ Demonstrated ability to fully meet the needs of County	0-4	
➢ Demonstrated ability to fully meet the needs of County	0-4	
➢ Product availability	0-4	
	TOTAL:	
Comments/Rationale for points:		
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING FOR
"Hidalgo County-Vending Machine Services"
RFP NO.: 2012-031-03-21-SMA

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2012.

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company? Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

If yes, by whom?: ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

Indicate Certification No(s).:_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

TABULATION / BAFO / VENDOR'S PROPOSAL

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY –Vending Machine Services"

BID OPENING DATE: March 21, 2012
EXTENDED OPENING DATE: APRIL 18, 2012

BID OPENING TIME: 9:30 A.M.

BID No.: 2012-031-03-21-SMA

BUYER: Sandra Montalvo

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM NO. 1
COCA-COLA REFRESHMENTS-MCALLEN TX	√	√

MEMORANDUM

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

JUL 18 2012 Time 1:05

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

TO: Frank G. Sanchez Jr., FSOP District Manager
Valley Coca-Cola Bottling Co., Inc.

Attn: Roy S. Ybarra via email: rybarra@coca-cola.com
Valley Coca-Cola Bottling Co., Inc

FROM: **Sandra Montalvo**, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DATE: **July 10, 2012**

SUBJECT: Request for Best and Final Offer" for: RFP № 2012-031-04-18-SMA "Hidalgo County-Vending Machine Services"

Please be advised that the County of Hidalgo respectfully request a "Best and Final Offer" on your proposed rates/fees.

Once Hidalgo County receives your "Best and Final Offer", we will proceed in placing an item on the next Commissioners' Court Agenda for final approval, acceptance and approval on a Final contract.

We request that you submit your "Best and Final Offer" on rates/fees by no later than **5:00 p.m. on July 20, 2012.**

We will keep the proposal at the same proposed commissions.

Signed: _____ Date: 7/16/2012

Printed Name Frank G. Sanchez Jr. Title: District Sales Manager

Vend Rates

OPENED 9:51 4-18-12 Witnessed



*Vend Rates	Years 1 - 2	Years 3 -5
20oz Sparkling Soft Drinks	$1.50	$1.75
12oz Sparkling Soft Drinks	$0.75	$1.00
20oz Dasani	$1.50	$1.75
20oz Vitamin Water	$1.50	$1.75
20oz PowerAde	$1.50	$1.75
16oz Monster Energy	$2.50	$2.75
15.2oz Minute Maid Juices	$1.50	$1.75

***The Vend Rates are fixed accordingly for the years 1-2 and years 3 -5.**

Classified - Internal use

Commission Rates



The *annual commissions for bottle/can beverages based on <u>EXCLUSIVE</u> Coca-Cola (5 year contract) availability are as follows:

PACKAGE	Commission % (Term of the Agreement)
20oz Sparkling Soft Drinks	15%
12oz Sparkling Soft Drinks	15%
20oz Dasani	15%
15.2oz Minute Maid Juices	15%
20oz PowerAde	15%
16oz Monster Energy	15%
20oz Vitamin Water	15%

Classified - Internal use

Vending Commissions



*Annual Commissions:	Year 1	Year 2	Year 3	Year 4	Year 5
$ Amount:	$15,767	$15,767	$16,620	$16,620	$16.620

Estimated Total Commissions Based on Actual Cases Sold.
Paid for the Term:

$81,394

***Annual commission $'s may vary based on actual volume sold and vend rate. The commissions paid for the term may vary, more or less, based on volume sold. These amounts are based off of actual volume trends for similar locations with similar amount of vending machines.**

Classified - Internal use

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

www.beechercarlson.com

CONTACT NAME: (ATL) Judith Boich
PHONE (A/C, No, Ext): 678.539.4827 FAX (A/C, No): 678.539.4890
E-MAIL ADDRESS: jboich@beechercarlson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ace American Insurance Company	22667
INSURER B : National Union Fire Insurance Company	19445
INSURER C : New Hampshire Insurance Company	23841
INSURER D : Indemnity Insurance Company of North America	43575
INSURER E :	
INSURER F :	

INSURED
Coca-Cola Refreshments USA, Inc.
f/k/a Coca-Cola Enterprises Inc.
2400 Expressway 83
McAllen TX 78501

COVERAGES **CERTIFICATE NUMBER:** 12949312 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			HDO G27009360	5/1/2012	5/1/2013	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE ✓ OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	✓ POLICY PRO-JECT LOC							$
B	**AUTOMOBILE LIABILITY**			4982748 (AOS)	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
C	✓ ANY AUTO			4982749 (MA)			BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
B	HIRED AUTOS / NON-OWNED AUTOS			4982750 (VA)			PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
								$
								$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			WLR C46785885 (AOS)	5/1/2012	5/1/2013	✓ WC STATU-TORY LIMITS OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		SCF C46785848 (WI)	5/1/2012	5/1/2013	E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Excess WC (AZ, CA, LA, MD, NV, OR, RI, WA, MA,GA & OH)			WCU C46785927	5/1/2012	5/1/2013	Statutory Excess of $1MM each accident for listed states except MA-Statutory Excess of $500,000 for each accident	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RFP #2012-031-03-21-SMA - Vending Machine Services

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept. - New Administration Bldg.
Attn: Martha Salazar
2812 S. Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ATL) Robert W. Hessel

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AI-36768 **Purchasing Department** **22. A. 5.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration and applicable action of change order(s) request and ADA Plan Review including any other topic relevant to the modular buildings project due to proposed changes and in conjunction by Edinburg City Council/Fire Marshall/Sheriff's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1342-419-40-220-048-0-720

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available year 2012 balance as of 02/01/13: $112,440.58

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No funding under year 2013 yet. Should additional funding be required, it will be addressed at Commissioners Court.

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Vangie Garcia Started On: 02/01/2013 04:06 PM

Final Approval Date: 02/01/2013

AI-36474 **Purchasing Department 22. A. 6.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract to multiple bidders as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached for Bid No. 2012-198-11-07-SMA-Hidalgo County Sign Language Services for Hearing Impaired (Courtroom & Non-Courtroom)

BACKGROUND

1. Recommended Vendors are South Texas Interpreters for the Deaf, LLC for Non-Courtroom and A Sign Language for Courtroom
2. Services will be "on as needed basis"
3. Contract Documents have been reviewed approved as to form by legal counsel on 01/

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1297-423-00-320-002-2-339

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

$1,537.23 available as of 02-01-13 pending buget rollover (fund 1297).
Services are on an as needed basis. Funds not required until services are requested.

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-026-001-0-831

FUNDS AVAILABLE Y/N?: N **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

$0.00 available as of 02-01-13
Services are on an as needed basis. Funds not required until services are requested.

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-444-00-240-001-0-339

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

$700.00 available as of 02-01-13.
Services are on an as needed basis. Funds not required until services are requested.

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-339

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

$90,980.00 available as of 02-01-13.
Services are on an as needed basis. Funds not required until services are requested.

Attachments

Recommendation, Tabulation, Participation,

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/31/2013 01:41 PM
Budget & Management	Obdett Calzada	01/31/2013 02:02 PM
Rosalinda Cantu	Rosie Cantu	02/01/2013 04:51 PM
Auditor's Office	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Sandra Montalvo Started On: 01/16/2013

Final Approval Date: 02/01/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: ***November 07, 2012***

BID OPENING TIME: 9:30 A.M

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County-Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

BID NO.: 2012-198-11-07-SMA

Buyer: Sandra Montalvo

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	SIGN LANGUAGE CO. Attn: Raquel Taylor	BLM	Sandra Montalvo	10/22/12	2721 Fountain Plaza Blvd Ste D Edinburg, Tx 78539 (956) 668-8233 (o) (956)878-1618 (fax) (956)533-1780 cell aslcom@aol.com
2)	SOUTH TEXAS INTERPRETERS FOR THE DEAF Attn: Jovonne A. Delgado	BLM	Sandra Montalvo	10/22/12	823 Main St Alamo, TX 78516 (956) 702-2605 office (956) 525-9565 business cell (24/7 on call number) (956) 702-2609 fax southtexasinterpretersforthedeaf@yahoo.com
3)	GLORIA FLORES INTERPRETING SERVICES Attn: Gloria Flores	BLM	Sandra Montalvo	10/22/12	P.O. BOX 4056 Mission, Tx 78573 gflorestj@yahoo.com 956-735-3973
4)	SIGN LANGUAGE SERVICES Attn: Amy Hermansen	BLM	Sandra Montalvo	10/22/12	1409 Rio Grande St. San Juan, Tx 78589 956-588-8078 voice or text 956-720-0832 fax signlanguageservices@yahoo.com
5)	CRAIG J. RADFORD	EMR	Sandra Montalvo	10/23/12	14208 S. Emmeline Dr. Herriman, UT 84096 Craig Radford cradford@zvrs.com
6)	COMMUNICATION SERVICE FOR THE DEAF, INC. ATTN: Faye Kuo	EMR	Sandra Montalvo	10/25/12	1524 S. IH 35, Suite 225 Austin, Texas 78704 fkuo@c-s-d.org
7)					
8)					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT & PROJECT's NAME: ***Hidalgo County-Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

BID OPENING DATE: November 07, 2012 @9:30 a.m. | **BID NO: BID NO.: 2012-198-11-07-SMA**

Assignment/Service	PARTICIPATING VENDORS	
	1) Sign Language Interpreters, LLC dba A Sign Language Company	**2) South Texas Interpreters for the Deaf LLC**
BUSINESS HOURS (Schedule at least 24 hours in advance)		
Non-Courtroom Interpreting Assignments:	**$50.00 per hr.** (2 hour minimum)	**$40.00 per hr.** (2 hr minimum)
Courtroom Interpreting Assignments:	**$130.00 per hr.** (2 hr minimum)	**$175.00 per hr.** (2 hr minimum)
BUSINESS HOURS (Schedule less than 24 hours in advance)		
Non-Courtroom Interpreting Assignments:	**$50.00 per hr.** (2 hour minimum)	**$55.00 per hr.** (2 hr minimum)
Courtroom Interpreting Assignments:	**$150.00 per hr.** (2 hr minimum)	**$190.00 per hr.** (2 hr minimum)
EXTENDED SERVICE HOURLY RATES Between 6:00 p.m. and 8:00 a.m.)Monday through Friday and Weekends		
Non-Courtroom Interpreting Assignments:	**$75.00 per hr** (2 hour minimum)	**$55.00 per hr.** (2 hr minimum)
Courtroom Interpreting Assignments:	**$150.00 per hr** (2 hour minimum)	**$190.00 per hr.** (2 hr minimum)
EMERGENCY/HOLIDAYS (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.		
Non-Courtroom Interpreting Assignments:	**$75.00 per hr** (2 hour minimum)	**$65.00 per hr.** (2 hr minimum)
Courtroom Interpreting Assignments:	**$150.00 per hr** (2 hour minimum)	**$195.00 per hr.** (2 hr minimum)

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: November 13, 2012

RECEIVED
DEC 10 2012
3:16

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2012-198-11-07-SMA- **Hidalgo County-** ***Hidalgo County-Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

We have received **two (2) responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **November 30, 2012 @ 10:00 a.m. or earlier if possible .** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100-412-00-010-001-0

Recommendations/Concerns:

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Judge Israel Ramon, Jr.	430th Dist. Ct.	12/10/12

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

RECEIVED
DEC 05 2012
By

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: November 13, 2012

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2012-198-11-07-SMA- **Hidalgo County-** ***Hidalgo County-Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: Z-1100-412-00-080-002-0-851

Recommendations/Concerns: A SIGN LANGUAGE COMPANY IF ALL INSURANCE & ANY OTHER PURCHASING REQUIREMENTS ARE MEET.

Should you have any questions or require further information please do not hesitate to call me at 318-2626 ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	ROY CAZARES	DISTRICT ATTORNEY'S	12/4/2012

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

NOV 28 2012
3:05
By

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: November 13, 2012

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2012-198-11-07-SMA- **Hidalgo County-** ***Hidalgo County-Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100-412-00-009-801-0

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Aida Salinas	Aida S. Flores	398th District Court	

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
NOV 26 2012
By 10. 11:1

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: November 13, 2012

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2012-198-11-07-SMA- **Hidalgo County-** ***Hidalgo County-Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100-423-32-330-001-0-339

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Ismael Silva Jr	J.P.D	11-14-12

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

RECEIVED
NOV 26 2012
By 11:50

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: November 13, 2012

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2012-198-11-07-SMA- **Hidalgo County-** ***Hidalgo County-Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

We have received **two (2) responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

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☐ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: _____

Recommendations/Concerns: A SIGN LANGUAGE COMPANY APPEARS to offer reasonable hourly rates; FOR THOSE REASONS I feel Comfortable with A Sign Language Company.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Jesus Contreras	Jesus Contreras		11/26/12
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

RECEIVED
NOV 19 2012
By [illegible] 8:41

TO: **ALL DEPARTMENT HEADS**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: November 13, 2012

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2012-198-11-07-SMA- **Hidalgo County**- ***Hidalgo County-Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100-412-00-003-001-0-

Recommendations/Concerns: None @ this time.

Should you have any questions or require further information please do not hesitate to call me at 318-2626 ext. 4865. Thank you for your attention and cooperation to this matter.

Bobby Flores	Bobby Flores	139th D.C.	11/19/12
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
NOV 16 2012
By ____ 10:01

RECEIVED
NOV 16

MEMORANDUM

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: November 13, 2012

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2012-198-11-07-SMA- **Hidalgo County-** ***Hidalgo County-Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

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We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **November 30, 2012 @ 10:00 a.m. or earlier if possible .** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100-423-21-280-002-0-339

Recommendations/Concerns: Please award to the Lowest overall Bid. Sign Language Interp.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Comdr. RENE GONZALEZ	HCSO	11-15-12

Enclosures

C.I.D

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED NOV 16 2012 4:53 By

MEMORANDUM

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: November 13, 2012

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2012-198-11-07-SMA- **Hidalgo County-** ***Hidalgo County-Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

We have received **two (2) responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **November 30, 2012 @ 10:00 a.m. or earlier if possible .** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100-441-00-340-001-0-339

Recommendations/Concerns: South Texas Interpreters for the Deaf for non-Courtroom

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Eduardo Olivarez	Health + Human Services	11/15/12

Enclosures

emailed 11/15/12 11:55 AM

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

NOV 14 2012
10-2-17

MEMORANDUM

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: November 13, 2012

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2012-198-11-07-SMA- **Hidalgo County-** ***Hidalgo County-Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

We have received **two (2) responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **November 30, 2012 @ 10:00 a.m. or earlier if possible .** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1297-423-00-320-002-3-339

Recommendations/Concerns: South Texas Interpreters

(non-court room only)

Should you have any questions or require further information please do not hesitate to call me at 318-2626-ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Arnold K. Patrick	Adult Probation	

Enclosures

AI-36713 **Purchasing Department 22. B. 1.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Valde Guerra **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration and applicable action for the nomination of at least three (3) firms from the HC current approved "Pool" of "Construction Management Services" for the contracting of a vendor (after the selection protocol is completed" for the following projects:

a. Construction of the Renovations/Remodeling of the first and second floors of theformer Administration Bldg. located at 100 E. Cano, Edinburg, Texas through contractor, D. Wilson Construction and project architect, Alcocer/Garcia Associates Design Consultants; and/or

b. Renovation of the former Hidalgo County Restitution Center located on Richardson/Schunior and M. Road for use by Precinct #4 and Others (as maybe determined);

c. Nominations:

1._____;

2._____;

3._____

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 3-1342-419-40-220-047-0-452

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$27,443.97 available in 2012 account and should be rolled over to the 2013 account as listed.

Attachments

Current Construction Management Pool

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	02/01/2013 08:47 AM
Budget & Management	Obdett Calzada	02/01/2013 11:01 AM
Dale Kennan	Dale Kennan	02/01/2013 02:05 PM
Auditor's Office	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Marty Salazar Started On: 01/30/2013 04:59 PM

Final Approval Date: 02/01/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: JANUARY 18, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "CONSTRUCTION MANAGEMENT SERVICES"

RFQ NO: 2012-006-01-18-YSI

RFQ	NAME OF COMPANY	2 CDs INCLUDED	ACKNOWLEDGMENT OF RECEIPT / # of copies
1	**Dannenbaum Engineering Company, Llc** Sandra Rodriguez Spence, Administrative Manager 1109 Nolana, Suite 208 McAllen, Texas 78504	YES	1 original 7 copies
2	**S&B Infrastructure, Ltd - McAllen** Alma Walzer, Government Liaison 5408 N. 10th Street McAllen, TX 78504San Antonio, TX 78213	YES	1 original 7 copies
3	**Prodigy Construction Management, LLC** Mario A. Rodriguez 4409 N. 22nd McAllen, Texas 78504	YES	1 original 7 copies
4	**Guzman & Munoz Engineering and Surveying, Inc.** Alfredo J. Resendez 2020 E. Expressway 83 Mercedes, TX 78570	YES	1 original 7 copies
5	**R.H. Shackelford** Vicky Stigliano, *Business Development Manager* 1100 NW Loop 410, Suite 546 San Antonio, TX 78213	YES	1 original 7 copies
6	**DOS Logistics** 1002 E. Expressway 83 Weslaco, TX 78596	YES	1 original 7 copies
7	**Broaddus & Associates, Inc.** Gilbert Gallegos, AIA 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501	YES	1 original 7 copies
8	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, TX 78572	YES	1 original 7 copies
9	**IDEA Group, LLC** Jesus Bustos, Principal & Architect 1409 Galveston Ave McAllen, TX 78501	YES	1 original 7 copies
10	**SAM Engineering and Surveying, Inc.** **(SAMES, Inc.)** Jose Rodriguez, E.I.T. 200 S. Cage Blvd. Pharr, Texas 78577	YES	1 original 7 copies
11	**G.A.S. Enterprises, Inc.** Melissa Perez, Project Coordinator/Estimator Address: P.O. Box 309 Elsa, Texas 78543	YES	1 original 7 copies

AI-36588 **Purchasing Department** **22. C. 1.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a "project title error" to Exhibit D-1 in connection to WA#2 (approved by CC 12/04/12) and as corrected and submitted by L & G Consulting Engineers, LLC d/b/a L & G Engineering in connection to contract #C-11-234-09-13 for "job specific project" - FM 1925 (Part II of Phase I) from Kenyon Road East to FM 907 (Old Alamo Road) within Hidalgo County Precinct No. 4.

BACKGROUND

Corrected Exhibit D-1-WA#2-C-11-234-09-13 (FM 1925 (Part II of Phase I) from Kenyon Road East to FM 907 (Old Alamo Road)

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-431-00-124-076-0-841

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending 2012 rollover
PO# 684964

Attachments

Corrected Exhibit D-1(job title)WA#2-C-11-234-09-13)

WA# 2-(apprvd 120412) FM 1925

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/24/2013 10:37 AM
Budget & Management	Obdett Calzada	01/24/2013 11:20 AM
Manuel Chapa	Manuel Chapa	01/25/2013 09:45 AM
Auditor's Office	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Letty Saenz Started On: 01/23/2013 02:56 PM

Final Approval Date: 02/01/2013

EXHIBIT D-1

PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN

FM 1925 PROJECT

		MANHOURS															
		Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineer Tech	Engineer Tech	CADD Operator	ROW Administrator	ROW Negotiator	Biologist	Senior Environmental Scientist /Specialist	Environmental Scientist /Specialist	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
CONTRACT RATE		223.81	186.51	133.66	118.12	80.82	77.71	74.60	65.28	105.69	96.36	49.73	133.66	77.71	55.95			
WORK AUTHORIZATION NO. 2																		
PART II OF PHASE I - DESIGN, ROW MAPPING, UTILITIES AND CONSTRUCTION MANAGEMENT																		
1	Field Surveys for Design and Construction	28	45	78	87	75	78	114	155						34	694		$ 68,010.00
2	PS&E Development	131	210	258	336	511	603	777	832						88	3746		$ 348,018.00
3	Signal Design	24	42	86	96	83	99	127	158						32	747		$ 72,019.00
4	Permitted Utilities Coordination	7	26	76	118				101						25	353		$ 38,504.00
5	Construction Management	39	92	112	140		101		100						40	624		$ 74,009.00
SUB-TOTAL		**229**	**415**	**610**	**777**	**669**	**881**	**1018**	**1346**	**0**	**0**	**0**	**0**	**0**	**219**	**6164**	**$ -**	**$ 600,560.00**

Subtotal Manhour Fee with Sub-Consultant Costs	$	600,560.00
Total Project Fee:	$	600,560.00

HIDALGO COUNTY
Professional Engineering Services
Contract # C- 11-234-09-13
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Engineering Services required for the preparation of the Surveys, PS&E, Utility Adjustments and Construction Management for the FM 1925 Project (Part II of Phase I) from Kenyon Road East to FM 907 (Old Alamo Road).

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" - Scope of Services to be provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $600,560.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" - Project Fee Schedule and Estimated Manhour Breakdown.*

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. 2-1342-431-00-124-076-0-841
Requisition Number 227054 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" - Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY: Joseph Palacios JAB

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on Dec. 4, 2012 as indicated below.

THE ENGINEER:
L&G ENGINEERING

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

Ramon Garcia

By: Ramon Garcia,
County Judge

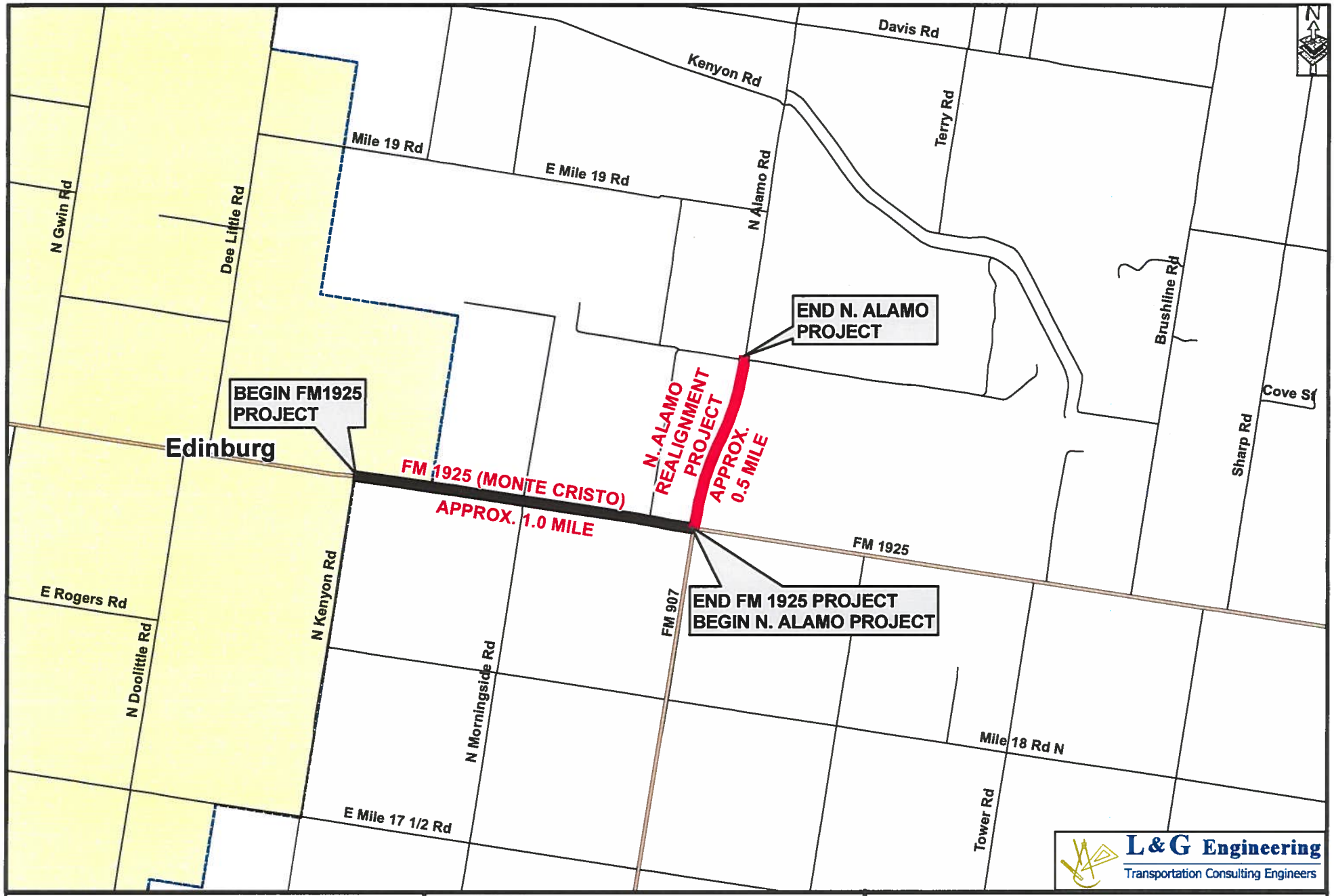
ATTEST:

By: Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 12/4/12 RG

LIST OF ATTACHMENTS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Project Fee Schedule and Estimated Manhour Brekdown



FM 1925 & NORTH ALAMO ROAD LOCATION MAP

G:\FM1925 1-18-07\FM1925 LOCATION 1-12-11.mxd

EXHIBIT "A"

Services to be provided by the Owner

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County: Hidalgo County

Control: 1803-02-028

Project/Description: WA #2 – Design Surveys, PS&E Design, Utility Coordination & Construction Management for the FM 1925 Project (including North Alamo Rd)

Length: 1.0 Mile

Highway: FM 1925 (Including North Alamo Rd)

Limits: from Kenyon Road to FM 907 (Old Alamo Road) - (1.0 Mile)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
Engineer County

1. Field Surveying

YES NO a. Primary Project Control - 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

YES NO b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.)
- No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

NO (2) Photogrammetric ground control
NO (a) Establish horizontal control
NO (b) Establish vertical control points
NO (c) Place and maintain control point targets

YES NO c. Other Field Surveying

(1) The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion in the H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
(4) Field locate cross culverts, driveway culverts, inlets, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically any existing storm drain system that lies within the existing proposed ROW including the pipe inverts/flow lines and elevation of the outfall of said recovered existing storm drain systems.

YES NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

YES NO (11) Additional Field Surveying as shown below:

(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide a Field Book to the engineer.

(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities along the outfalls identified on the Hydrologic Map.

Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
(d) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

YES NO (12) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

NO NO (13) Soil core hole staking -

YES NO (14) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

YES NO (15) Profiles of existing drainage facilities

N/A NO (16) Measurement of hydraulic opening under existing bridges

YES NO (17) Obtain elevations of manholes and valves of utilities

YES NO (18) Provide temporary signs, traffic control, flags, safety equipment, etc.

YES NO (19) Ties to existing bridges or culverts that may conflict with new construction.

N/A N/A (20) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

YES NO (21) Inventory signs, mailboxes, and driveways

YES NO (22) Survey controlled data sheets per TxDOT guidelines.

N/A N/A 2. Photogrammetric Products

a. Uncontrolled Photography
   (1) Contact Prints
   (2) Mosaics
   (3) Digital ortho plots

b. Mapping
   (1) Planimetric Maps
   (2) Contour Maps
   (3) Cross Sections
   (4) Profiles
   (5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: Engineer	County

1. Geometric Design

NO	NO	a. Horizontal and Vertical Alignment (Completed in WA #1)
NO	NO	b. Schematic Layout (Completed in WA #1)

(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
(4) The tentative ROW limits.
  (a) Provide a roadway Microstation file of the preliminary earthwork to verify ROW requirements.
  (b) Provide a graphics file containing the approved schematic.
(5) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway lanes, ramps, frontage roads, and cross roads.
(6) The current and projected traffic volumes as provided by TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
(7) The control of access lines if Interstate or designated under House Bill 179.
(8) Direction of traffic flow on all roadways.
(9) Location and width of median openings for highway without access control.
(10) The geometric of speed change (acceleration, deceleration, climbing) lanes.
(11) Complete & provide the TxDOT Schematic Checklist.

Services Provided By: Engineer	County	
NO	NO	2. General Guidelines for Project Development (Completed in WA #1)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

   The layout shall be submitted for two-lane highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY and TxDOT have given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish project files that are compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

NO	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County		
		4.	Grading Design
YES	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout (Completed in WA #1). Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections (As developed in WA #1)
YES	NO	c.	Design Cross Sections
YES	NO	d.	Determine Cut and Fill Quantities
N/A	N/A	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
YES	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure.
YES	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes
YES	NO		(a) Along center line
NO	NO		(b) Along center line of each roadway The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
YES	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
YES	NO	e.	Basic Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es)
YES	NO	g.	Cost Data
YES	NO	h.	Pavement Material Properties
YES	NO	i.	Rehabilitation Investigations
YES	NO		(1) Core Hole Survey (Show cost estimate with Function Code 110) (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: Engineer	County

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY & STATE.**

1. Hydrologic Studies, Discharges

YES	NO	a. Drainage area maps showing existing conditions and proposed improvements (Utilizing data from Hydrologic Map developed in WA #1).
YES	NO	b. Hydrologic data/discharge determination (Utilizing data from Hydrologic Map developed in WA #1)

2. Hydraulic Drainage Study and Documentation

		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
N/A	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
N/A	NO	(7) Pump stations
N/A	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO		(1) New culverts
YES	NO		(2) Culvert widening and/or lengthening
YES	NO		(3) Culvert replacements
		b.	Storm sewers
YES	NO		(1) New storm sewers
YES	NO		(2) Modify existing storm sewers
YES	NO		(3) Inlets
YES	NO		(4) Manholes
YES	NO		(5) Trunk lines
NO	NO	c.	Pump stations
NO	NO	d.	Subsurface drainage at retaining walls
YES	N/A	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
YES	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By: Engineer	County		
YES	NO	1.	Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES	NO	2.	Summary of Small Signs Tabulation
NO	NO	3.	Summary of Large Signs Tabulation including all Guide Signs
YES	NO	4.	Sign Detail Sheets

a. All signs except route markers
b. Design details for large guide signs
c. Dimensions of letters, shields, borders, corner radii etc.
d. Designation of shields attached to guide signs
e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By:
Engineer County

5. Traffic Signals (Continued)

(9) Phase sequence diagram(s)

(a) Signal locations
(b) Signal indications
(c) Phase diagram
(d) Signal sequence table
(e) Flashing operation (normal and emergency)
(f) Preemption operation (when applicable)
(g) Interval timing, cycle length and offset

(10) Construction detail sheets(s)
(a) Poles (TxDOT standard sheets)
(b) Detectors
(c) Pull Box and conduit layout
(d) Controller Foundation standard sheet

(11) Marking details (when applicable)

(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions

(13) Aerial or underground interconnect details (when applicable)

c. General Requirements

(1) Contact local utility company

YES NO (a) Confirm power source
YES NO (b) Discuss route of aerial or underground interconnect cable (when applicable)
YES NO (c) Adjustment of overhead utility lines
YES NO (2) Prepare governing specifications and special provisions list
YES NO (3) Prepare project estimate

YES NO d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	County		
		1.	Retaining Walls
		a.	Structural Details
NO	NO		(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO		(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO		(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b.	Alternate Patented Retaining Walls at _all_ locations. (Layouts Only)**
NO	NO		(1) Mechanically Stabilized Earth
NO	NO		(2) Concrete Block Wall Systems
NO	NO		(3)
NO	NO	c.	Retaining Wall Layout (PLAN)
			(1) Designation of reference line
			(2) Beginning and ending retaining wall stations
			(3) Station of each retaining wall joint***
			(4) Offset from reference line
			(5) Horizontal curve data
			(6) Number of retaining wall panels and lengths***
			(7) Total length of wall
			(8) Indicate face of wall
			(9) All wall dimensions and alignment relations (alignment data as necessary)
			(10) Soil core hole locations
NO	NO	d.	Retaining Wall Layout (ELEVATION)
			(1) Top of wall elevations at each joint*** or intervals****
			(2) Existing and finished ground line elevations
			(3) Height of stem at each joint***
			(4) Wall panel designations***
			(5) Top of footing elevations***
			(6) Limits of measurement for payment****
			(7) Type, limits and anchorage details of railing (If applicable)
			(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e.	Foundation Studies (Show cost estimate with Function Code 110)
NO	NO		The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f.	Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g.	Estimate
NO	NO	h.	Summary of Quantities
NO	NO	i.	Typical X-section.

Services Provided By:
Engineer County

1. Retaining Walls (continued)

NO

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO	NO	c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
YES	NO		a. Erosion Control
NO	NO		b. Landscape Development
YES	NO	5.	Compute and Tabulate Quantities
YES	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
YES	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
NO	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
YES	NO		a. Utility Agreements
YES	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
YES	NO		e. Traffic Signal Agreements
YES	NO		f. Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	_____
NO	NO	(2) Overpass(es)	_____
N/A	N/A	(3) Main Lanes	_____
N/A	NA	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
NO	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	_____
		b. Existing Structure(s)	_____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
NO	NO	(2) Bridge Replacement	_____
NO	NO	(3) Raising Bridge Elevation	_____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
N/A	N/A	(7)	_____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	County	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By: Engineer	County	
		2. Preparation of Bridge Layouts (each bridge) (Continued)
		b. Bridge Layouts (ELEVATION) (1) Type of foundation. (2) Finished grade elevations at beginning and end of bridge. (3) Overall length of structure. (4) Length, type of spans and units. (5) Type of railing. (6) Minimum calculated vertical clearance(s). (7) Existing and proposed ground lines clearly marked. (8) Grid elevations and stations. (9) Bent numbers encircled. (10) Stationing of bridge compatible with grid stations. (11) Standard title. (12) Profile grade data. (13) Type of riprap. (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale. (15) Fixed/expansion condition of all bents. (16) Column "H" heights. (17) Number, size and length of foundations.
		c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW). (Recorded HW and date if available.) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
NO	NO	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
NO	NO	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
NO	NO	5. Bridge Total Quantities and Cost Estimates (each bridge)
NO	NO	6. Bridge Special Provisions and Specifications (each bridge)
NO	NO	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By:
Engineer County

NO 8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
Engineer County

YES NO CONSTRUCTION MANAGEMENT SERVICES:

Construction Bidding:

1) The **Engineer** will furnish the **County** the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

Construction Contract Administration and Inspection:

2) In general, the **Engineer** will provide the management and engineering support/data required for consultation and advisement to the **County** and act as the **County**'s representative as provided in the General Condition of the Construction Contract.

3) The **Engineer** will assist TxDOT at pre-construction meeting(s) (if required).

4) Defects and Deficiencies. The **Engineer** will use his best efforts to protect the **County** against defects and deficiencies in the work of the Contractor when TxDOT/Contractor request changes to plans.

5) Project Engineer. The **Engineer** will provide visits by the Project Engineer or a competent representative of the **Engineer** to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications in an effort to update the County.

Miscellaneous Technical Activities:

6) Shop Drawings. The **Engineer** will review and check all shop or working drawings furnished by the Contractor.

7) Change Orders. When applicable the **Engineer** will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **County/TxDOT**.

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The **ENGINEER** shall be responsible for delineating easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **COUNTY's** Director. Any replacements to the **Engineer's** designated Project Manager/Engineer must be approved by the **COUNTY**.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADDSEALed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the County.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Utility Coordination	Mission Office
Construction Management	Mission Office

The work effort will be managed out of the Mission (City)

office located at 900 South Stewart Rd. (Address),

Mission (City), Texas (State).

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

11/30/2012

TASK AND DESCRIPTION	FIRM	2012			2013												2014												2015		
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
Work Authorization No. 1																															
Environmental Clearance																															
Approval by TxDOT/FHWA - FONSI	L&G																														
ROW Clearance																															
Consumation of Cases - ROW Purchase Finalized	L&G																														
Work Authorization No. 2																															
Field Surveys For Design & Construction																															
Obtain Right of Entry (Surveying)	RODS																														
Design Surveys	RODS																														
Update DTM & Planimetrics	RODS																														
Provide Field Books	RODS																														
Provide Sealed Survey Data Sheets	RODS																														
PS&E Development																															
Outfall Coordination with HCDD #1	L&G																														
30% PS&E Submittal w/Signal Design	L&G																														
60% PS&E Submittal w/Signal Design	TxDOT																														
90% PS&E Submittal w/Signal Design	L&G																														
TxDOT Review	L&G																														
95% PS&E Submittal w/Signal Design	L&G																														
TxDOT Review	TxDOT																														
100% Mylars Submittal w/Signal Design	L&G																														
TxDOT Plan Set Approval	TxDOT																														
Utility Coordination																															
Plan of Adjustment, Development and Review	L&G																														
Execution of 2-Party Standard Utility Agreement	COUNTY																														
Utility Adjustment	COUNTY																														
Construction Management																															
TxDOT Let Project (Est. Earliest Date: February 2014)	TxDOT																														
TxDOT Construction Duration	TxDOT																														
L&G Construction Management	L&G																														

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.

REVISED EXHIBIT D-1

FM 1925 & NORTH ALAMO RD. EXTENSION PROJECT

ROADWAY PROJECT:	FM 1925 PROJECT		N. Alamo Rd. Realignment & Rev FM 1925 Alignment		
LIMITS: ...PHASE I	Kenyon East to FM 907		From FM 1925 North		
LIMITS: ... PHASE II	FM 907 East to FM 88		1/2 Mile to Connect at Existing Co. Rd.		
EXISTING ROADWAY SECTION:	40' – Rural		New Location		
EXISTING ROW WIDTH:	80 Varies		New Location		
PROPOSED ROADWAY SECTION:	4-lane divided urban with Grade Separations (FM 907, Hid Loop, FM 493 &		Proposed 28 ft Rural Roadway		
PROPOSED ROW WIDTH:	Varies 120ft - 150ft		Varies Proposed 120ft		
ESTIMATED CONSTRUCTION COSTPHASE I	**$4,000,000.00**				**$350,000.00**
ESTIMATED CONSTRUCTION COSTPHASE II ROADWAY FM1925	$28,000,000.00				
ESTIMATED CONSTRUCTION COSTPHASE II COUNTY ROAD CONNECTIONS	$6,000,000.00				
ESTIMATED CONSTRUCTION COSTPHASE II OVERPASSES (4 ESTIMATED)	$35,000,000.00				
ESTIMATED CONSTRUCTION COSTPHASE II	**$69,000,000.00**				
LENGTH: PHASE I	1 Miles		.5 Miles		
LENGTH: PHASE II	7 Miles				
ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*	*STATE/MPO*	*LOCAL*	
WORK AUTHORIZATION NO. 1 (Part I of Phase I)				***Suppl. No. 1 to Work Auth. No. 1***	
PHASE I - PLANNING & PUBLIC INVOLVEMENT					
Schematic PHASE I		$ 57,600.00		$ 5,040.00	
Hydrological Map		$ 30,000.00		$ 5,000.00	
Surveys for Schematic (Preliminary ROW Mapping, H&V ControPHASE I		$ 20,000.00		$ 12,000.00	
Coordiate Environmental Assessment with TxDOTPHASE I		$ 35,000.00		$ -	
Suppl to Revise Env Doc Necessary for New Rev Scope of Phase I incl Realign of Alamo Rd				$ 50,000.00	
Archeological Investigation				$ 10,000.00	
Historical Research				$ 10,000.00	
Limited Public Involvement for Environmental AssessmenPHASE I		$ 20,000.00		$ -	
SUB-TOTAL BUDGET FY 2012	$ -	**$ 162,600.00**		**$ 92,040.00**	
PHASE I - DESIGN, ROW MAPPING & UTILITIES					
Compensible Utilities, Management Oversight (Est 2 Utilites on FM 1925 and 4 on N Alamo)	$ -	$ 22,500.00		$ 40,000.00	
ROW Map (Estimated 15 Parcels for FM 1925) (Estimated 5 Parcels for Alamo Rd Realignment)		$ 52,500.00		$ 25,000.00	
SUB-TOTAL BUDGET FY 2012	$ -	**$ 75,000.00**		**$ 65,000.00**	
PHASE I- ROW ACQUISTION					
Right-of-Way Costs- Acq.Services @ (est. 15 Parcels @ $12,800/Parcel Avg. for FM 1925 and 5 for North Alamo Rd)		$ 192,000.00		$ 64,000.00	
Roadway Right-of-Way Costs (40 ft. for 1 mile @ $3.00/sq ft)(STATE 98%)(LOCAL=2%) After "EDC" for FM 1925 (for N. Alamo Road Re-Alignment (120' x 2640' of New ROW))	$ 620,928.00	$ 12,672.00	$ 160,000.00	$ 40,000.00	
Relocated Homes/Businesses	$ -	$ -			
Transmission line Adjustments and High Pressure Gas lines(STATE 98%)(LOCAL=2%)	$ -	$ -			
SUB-TOTAL BUDGET FY 2012	$ 620,928.00	**$ 204,672.00**		**$ 104,000.00**	
TOTAL PART I OF PHASE I		**$ 442,272.00**		**$ 261,040.00**	
WORK AUTHORIZATION NO. 2 (Part II of Phase I)					
PHASE I - DESIGN, ROW MAPPING & UTILITIES					
Field Surveys for Design and Construction		$ 40,000.00		$ 28,010.00	
PS&E Development		$ 320,000.00		$ 28,018.00	
Signal Design		$ 60,000.00		$ 12,019.00	
Permitted Utilities Coordination	$ -	$ 22,500.00		$ 16,004.00	
SUB-TOTAL	$ -	**$ 442,500.00**		**$ 84,051.00**	
PHASE I - CONSTRUCTION					
ROADWAY CONSTRUCTION COST	$4,000,000.00		$ 350,000.00	$ 17,500.00	
TxDOT Construction Inspection(11%)	$ 440,000.00				
L&G Construction Management		$ 56,000.00		$ 18,009.00	
SUB-TOTAL	$ 4,440,000.00	**$ 56,000.00**		**$ 35,509.00**	
TOTAL PART II OF PHASE I		**$ 498,500.00**		**$ 119,560.00**	
SUB-TOTAL	**$5,060,928.00**	**$ 940,772.00**	**$ 510,000.00**	**$ 380,600.00**	

Work Authorization No. 1 (Part I of Phase I)	FY 12	$ 429,600.00	ISSUED	
Supplemental No.1 to Work Auth. No. 1	FY 12	$ 221,040.00	ISSUED	
Work Authorization No. 2 (Part II of Phase I)	FY 12	$ 600,560.00	NOT ISSUED	
TOTAL ESTIMATED COUNTY COST:		**$**	**1,321,372.00**	19.17%
TOTAL ESTIMATED PROJECT COST:			**$6,892,300.00**	

State/Fed Estimated Cost

Local Estimated Cost

COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATIONS $ 70,172.00

11/30/2012

EXHIBIT D-1

PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN

10TH STREET EXTENSION PROJECT

	MANHOURS																
	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineer Tech	Engineer Tech	CADD Operator	ROW Administrator	ROW Negotiator	Biologist	Senior Environmental Scientist /Specialist	Environmental Scientist /Specialist	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
CONTRACT RATE	223.81	186.51	133.66	118.12	80.82	77.71	74.60	65.28	105.69	96.36	49.73	133.66	77.71	55.95			
WORK AUTHORIZATION NO. 2																	
PART II OF PHASE I - DESIGN, ROW MAPPING, UTILITIES AND CONSTRUCTION MANAGEMENT																	
1 Field Surveys for Design and Construction	28	45	78	87	75	78	114	155						34	694		$ 68,010.00
2 PS&E Development	131	210	258	336	511	603	777	832						88	3746		$ 348,018.00
3 Signal Design	24	42	86	96	83	99	127	158						32	747		$ 72,019.00
4 Permitted Utilities Coordination	7	26	76	118				101						25	353		$ 38,504.00
5 Construction Management	39	92	112	140		101		100						40	624		$ 74,009.00
SUB-TOTAL	**229**	**415**	**610**	**777**	**669**	**881**	**1018**	**1346**	**0**	**0**	**0**	**0**	**0**	**219**	**6164**	$ -	$ 600,560.00

Subtotal Manhour Fee with Sub-Consultant Costs	$	600,560.00
Total Project Fee:	$	600,560.00

APPROVED

RECEIVED DEC 19 2012 By

AI-35519 **Purchasing Department** **17. F. 1.**
CC REGULAR
Meeting Date: 12/04/2012

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of **WA#2** in the amount of **$600,560.00** from **L & G Engineering** in connection with Engineering Services Agreement#**C-11-234-09-13** for the purposes of "engineering services" for the preperation of **Surveys, PS&E, Utility Adjustments and Construction Management for the FM 1925 project (PART II from PHASE I) from Kenyon Road East to FM 907 (Alamo Road)** within **Hidalgo County Precinct No. 4.**

b) Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

c. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services for **PROJECT:"FM 1017 located West of US 281 in Linn-San Manuel area"**within **Hidalgo County Precinct No. 4;**

Firm	L&G Engineering	TEDSI Infrast Group	Guzman & Munoz
Evaluator 1	97	93	94
Ranking			

d. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____ for: the provision of professional engineering services for **PROJECT:"FM 1017 located West of US 281 in Linn-San Manuel area"**within **Hidalgo County Precinct No. 4.**

BACKGROUND

WA#2-L&G Engineering-C-11-234-09-13 (FM 1925-Kenyon Rd)

Grid-SOQs-upcoming project "FM 1017 West 281-Linn-San Manuel"

Req # 227054
the funding will be in place with AI-35501

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-076-0-841
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

AI-36714 **Closed Session 23. C.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Michael Navarro

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 10:52 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Aida Alvarez Started On: 01/31/2013 08:26 AM

Final Approval Date: 02/01/2013

AI-36716 **Closed Session 23. D.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rodolfo Espinoza III

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 10:53 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Aida Alvarez Started On: 01/31/2013 08:29 AM

Final Approval Date: 02/01/2013

AI-36764 **Closed Session 23. E.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4070-12-F; Maricela Gutierrez v. County of Hidalgo and Joel Quintanilla

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 02:32 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Monica Badillo Started On: 02/01/2013

Final Approval Date: 02/01/2013

AI-36715 **Open Session 24. C.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Michael Navarro

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 10:52 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Aida Alvarez Started On: 01/31/2013 08:28 AM

Final Approval Date: 02/01/2013

AI-36717 **Open Session 24. D.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rodolfo Espinoza III

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 10:53 AM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Aida Alvarez Started On: 01/31/2013 08:31 AM

Final Approval Date: 02/01/2013

AI-36765 **Open Session 24. E.**

CC REGULAR

Meeting Date: 02/05/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4070-12-F; Maricela Gutierrez v. County of Hidalgo and Joel Quintanilla

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 02:32 PM
Purchasing Department	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Monica Badillo Started On: 02/01/2013

Final Approval Date: 02/01/2013